



भारत का राजपत्र

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No. 49] NEW DELHI, SATURDAY, DECEMBER 7, 1985/AGRAHAYANA 16, 1907

इस भाग में अलग पृष्ठ दख्ता हो जाती है जिससे कि यह अलग सकार के रूप में
रखा जा सके।

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड ३—पर-खण्ड (II)
PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय की छोड़कर) भारत सरकार के मन्त्रालयों द्वारा जारी किये गये सार्थिक आवेदन और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than the
Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कर्त्त्व विभाग)

नई दिल्ली, 25 नवम्बर, 1985

सुचनाएँ

का. आ. 5494.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण
में सकार प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री अ. अ. के.
तिवारी, एडवोकेट 239, राजा गार्डन, नई दिल्ली-110015, ने उक्त
प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात
के लिए दिया है कि उसे नई विल्हेम ड्विसेप करने के लिए नोटरी के
रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति को नोटरी के हाथ में नियुक्ति पर किसी भी प्रकार
का अंकेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप
में मेरे पास भेजा जाए।

[सं. 5/42/85-स्पा.]

MINISTRY OF LAW AND JUSTICE
(Department of Legal Affairs)

New Delhi, the 25th November, 1985

NOTICES

S.O. 5494.—Notice is hereby given by the Competent
Authority in pursuance of rule 6 of the Notaries Rules, 1956,
that application has been made to the said Authority, under

rule 4 of the said Rules, by Shri R. K. Tewari advocate 239
Raja Garden, New Delhi-110015 for appointment as a Notary
to practise in New Delhi.

2. Any objection to the appointment of the said person as a
Notary may be submitted in writing to the undersigned within
fourteen days of the publication of this Notice.

[No. F. 5(42)85-Judl]

का. आ. 5495.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में
सकार प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री श्री. एस० छहतवाल,
एडवोकेट, यमुना नगर, अम्बाला ने उक्त प्राधिकारी को उक्त नियम के
नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे
जगद्धारी सब-डिविजन अवश्यक घोषित करने के लिए नोटरी के रूप में नियुक्त
किया जाए।

2. उक्त व्यक्ति को नोटरी के रूप में नियुक्ति पर किसी भी प्रकार
का आंकेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप
में मेरे पास भेजा जाए।

[सं. 5/45/85-स्पा.]

एस. गुप्ता, सकार प्राधिकारी

S.O. 5495.—Notice is hereby given by the Competent
Authority in pursuance of rule 6 of the Notaries Rules, 1956,
that application has been made to the said Authority, under
rule 4 of the said Rules, by Shri B. S. Chhatwal, advocate
Yamuna Nagar (Ambala) for appointment as a Notary to prac-
tise in Jagadhari Sub-division.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(45)85-Judl.]
S. GOOPTU, Competent Authority

विश्व संशोधन

(राजस्व विभाग)

नई दिल्ली, 24 सितम्बर, 1985

आयकर

का.आ. 5496.—आयकर अधिनियम, 1961 की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनांक 15-7-1985 की अधिसूचना सं. 6308 (फा.सं. 398/29/84-प्रा.क.(व.) का अधिनियम के अंतर्गत दिनांक 26-12-1982 से 6-7-1984 तक कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए, केन्द्रीय सरकार के राजपत्रित अधिकारी श्री बी.सी. पांडेय को केन्द्रीय सरकार का भूतसभी प्रभाव से दिया गया प्राधिकार एतद्वारा सूचित किया जाता है।

[सं. 6435 (फा.सं. 398/29/84-प्रा.क.(व.)]

MINISTRY OF FINANCE
New Delhi, the 24th September, 1985
INCOME TAX

S.O. 5496.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961, and in supersession of the Govt. of India in the Department of Revenue's Notification No. 6308 (F. No. 398/29/84-IT(B) dated 15-7-85, ex-post-facto authorisation of the Central Government is hereby conveyed to Shri B. C. Pandey being a Gazetted Officer of Central Government, to exercise of the powers of a Tax Recovery Officer under the said Act from 26-12-82 to 6-7-84.

[No. 6435/F. No. 398/29/84-IT(B)]

का.आ. 5497.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनांक 15-7-1985 श्री अधिसूचना सं. 6312 (फा.सं. 398/29/84-प्रा.क.(व.) का अधिनियम के अंतर्गत 10-7-84 से 31-7-1983 तक कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए, केन्द्रीय सरकार के राजपत्रित अधिकारी श्री जार्ज कच्छप को केन्द्रीय सरकार का भूतसभी प्रभाव से दिया गया प्राधिकार एतद्वारा सूचित किया जाता है।

[सं. 6437 (फा.सं. 398/29/84-प्रा.क.(व.)]

S.O. 5497.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of the Government of India in the Department of Revenue's Notification No. 6312 (F. No. 398/29/84-IT(B) dated 15-7-85, ex-post-facto authorisation of the Central Government is hereby conveyed to Shri George Kachchapp being a Gazetted Officer of Central Government to exercise of the powers of a Tax Recovery Officer under the said Act from 31-7-83 to 31-7-83.

[No. 6437/F. No. 398/29/84-IT(B)]

का.आ. 5498.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनांक 15-7-1985 की अधिसूचना सं. 6316 (फा.सं. 398/29/84-प्रा.क.(व.) का अधिनियम के अंतर्गत करते हुए, उक्त अधिनियम के अंतर्गत विनांक 2 जूलाई, 1984 से कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए, केन्द्रीय सरकार के राजपत्रित अधिकारी श्री वाल्मीकि प्रसाद को केन्द्रीय सरकार का भूतसभी प्रभाव से दिया गया प्राधिकार एतद्वारा सूचित किया जाता है।

[सं. 6439 (फा.सं. 398/29/84-प्रा.क.(व.)]

S.O. 5498.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of the Govt. of India and in the Department of Revenue's Notification No. 6316 (F. No. 398/29/84-IT(B) dated 15-7-85, ex-post-facto authorisation of the Central Government is hereby conveyed to Shri Balmiki Prasad being a Gazetted Officer of Central Government, to exercise of the powers of a Tax Recovery Officer under the said Act from 2-7-84.

[No. 6439/F. No. 398/29/84-IT(B)]

का.आ. 5499.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनांक 15-7-1985 की अधिसूचना सं. 6318 (फा.सं. 398/29/84-प्रा.क.(व.) का अधिनियम के अंतर्गत विनांक 2-6-1978 से 2-8-1982 तक कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए, केन्द्रीय सरकार के राजपत्रित अधिकारी श्री पी. कच्छा को केन्द्रीय सरकार का राजपत्रित अधिकारी श्री पी. कच्छा को केन्द्रीय सरकार का भूतसभी प्रभाव से दिया गया प्राधिकार एतद्वारा सूचित किया जाता है।

[सं. 6441 (फा.सं. 398/29/84-प्रा.क.(व.)]

S.O. 5499.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of Government of India in the Department of Revenue's Notification No 6318 (F. No. 398/29/84-IT(B) dated 15-7-85, ex-post-facto authorisation of the Central Government is hereby conveyed to Shri P. Kachhap being a Gazetted Officer of Central Government to exercise of the powers of a Tax Recovery Officer under the said Act from 2-6-78 to 2-8-82.

[No. 6441/F. No. 398/29/84-IT(B)]

नई दिल्ली, 14 अक्टूबर, 1985

का.आ. 5500:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनांक 24-9-1985 की अधिसूचना सं. 6435 (फा.सं. 398/29/84-प्रा.क.(व.) का अधिनियम के अंतर्गत करते हुए, उक्त अधिनियम के अंतर्गत 10-7-84 से कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए, केन्द्रीय सरकार के राजपत्रित अधिकारी श्री एम.के. जौहे को केन्द्रीय सरकार का भूतसभी प्रभाव से दिया गया प्राधिकार एतद्वारा सूचित किया जाता है।

[सं. 6453 (फा.सं. 398/29/84-प्रा.क.(व.)]

New Delhi, the 14th October, 1985

S.O. 5500.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of the Government of India in the Department of Revenue's Notification No. 6435 (F. No. 398/29/84-IT(B) dated 24-9-1985, ex-post-facto authorisation of the Central Government is hereby conveyed to Shri S. K. Choubey being a Gazetted Officer of Central Government to exercise of the powers of a Tax Recovery Officer under the said Act from 10-7-84.

[No. 6453/F. No. 398/29/84-IT(B)]

का.आ. 5501.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की विनांक 24-9-1985 की अधिसूचना सं. 6437 (फा.सं. 398/29/84-प्रा.क.(व.) का अधिनियम के अंतर्गत करते हुए, उक्त अधिनियम के अंतर्गत 29-8-83 से 28-6-84 तक कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए, केन्द्रीय सरकार के राजपत्रित अधिकारी श्री बी.सी. पांडे को केन्द्रीय सरकार का भूतसभी प्रभाव से दिया गया प्राधिकार एतद्वारा सूचित किया जाता है।

[सं. 6455 (फा.सं. 398/29/84-प्रा.क.(व.)]

S.O. 5501.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of the Government of India's in the Department of Revenue's Notification No. 6437/F. No. 398/29/84-IT(B) dated 24-9-1985, ex-post-facto authorisation of the Central Government is hereby conveyed to Shri B. C. Panda being a Gazetted Officer of Central Government, to the exercise of the powers of a Tax Recovery Officer under the said Act from 29-8-83 to 28-6-84.

[No. 6455/F. No. 398/29/84-IT(B)]

का.आ. 5502.—ग्राहकर प्रधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 24-9-1985 को अधिसूचना सं. 6441 (फा.सं. 398/29/84-आ.क.(ग.) का अधिसंघन करते हुए, उक्त प्रधिनियम के अन्तर्गत 2-6-83 से 20-6-84 तक कर यस्ती प्रधिकारी की शक्तियों का प्रयोग करने के लिए केंद्रीय सरकार के राजपत्रित प्रधिकारी थी ए.के. गोस्वामी को केंद्रीय सरकार का अनुसंधान प्रभाव से बिया गया प्रधिकार एतद्वारा सूचित किया जाता है।

[सं. 6457/फा.सं. 398/29/84-आ.क.(ब.)]

S.O. 5502.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), in supersession of Government of India in the Department of Revenue's Notification No. 6441/F. No. 398/29/84-IT(B) dated 24-9-85, ex-post-facto authorisation of the Central Government is hereby conveyed to Shri A. K. Goswami being a Gazetted Officer of Central Government to the exercise of the powers of a Tax Recovery Officer under the said Act from 2-6-83 to 20-6-84.

[No. 6457/F. No. 398/29/84-IT(B)]

का.आ. 5503.—अग्रकर प्रधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 14-12-1982 को अधिसूचना सं. 5009 / फा. सं. 398/32/82-आ.क. (ब.) का अधिसंघन करते हुए केंद्रीय सरकार एतद्वारा थी बी. के. दींग्रा को, जो केंद्रीय सरकार के राजपत्रित प्रधिकारी है, उक्त प्रधिनियम के अन्तर्गत कर वहाँ के अधिकार का शक्तियों का प्रयोग करने के लिए प्राप्ति करता है।

2 यह अधिसूचना थी बी. के. दींग्रा कर वहाँ के अधिकारों के स्वरूप में कर्मसार ग्रहण किया जाने को तराज़ से लागू होगा।

[सं. 6451/फा. सं. 398/3/85-आ.क. (ब.)]

बांग ५० अवैक्षण्डर, अवर सचिव

S.O. 5503.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification No. 5009/F. No. 398/32/82-IT(B) dated the 14th December, 1982, the Central Government hereby authorises Shri B. K. Dhingra who is a Gazetted Officer of the Central Government of India to exercise the powers of the Tax Recovery Officer under the said Act.

The Notification shall come into force with effect from the date Shri B. K. Dhingra takes over the charge as Tax Recovery Officer.

[No. 6451/F. No. 398/3/85-IT(B)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 18 अक्टूबर, 1985.

मायकर

का.आ. 5504—संसाधारण की सूचना के लिए एतद्वारा अधिसूचित किया जाता है कि वित्त मंत्रालय (राजस्व विभाग) के दिनांक 2-12-1986 की अधिसूचना सं. 82 (फा.सं. 10/44/66-आ.क.नि. II) द्वारा धारा 35(1)(ii) के प्रत्यंत वि सोमाइटी फार दि केएर ट्रीटमेंट एड ट्रेनिंग आफ चिन्हन इत वि नीड प्राफ सोशल केमर, बम्बई को दिए गए अनुमोदन को एतद्वारा 31-3-1986 तक सीमित किया जाता है।

[सं. 6466/फा.सं. 203/186/85-आ.क.नि.-II]

New Delhi, the 18th October, 1985

INCOME-TAX

S.O. 5504.—It is hereby notified for general information that the approval granted to the Society for the Care Treatment and Training of Children in need of Special Care, Bombay under section 23(1)(ii) vide Ministry of Finance (Department of Revenue) Notification No. 82 (F. No. 10/44/66-ITA.I) dated 3-12-1986, is hereby restricted upto 31-3-1986.

[No. 6466 (F. No. 203/186/85-ITA.II)]

का.आ. 5505.—इस कार्यालय की दिनांक 10-11-83 की अधिसूचना सं. 5459 (फा.सं. 203/157/83-आ.क.नि.-II) के सिलसिले में, संसाधारण की जानकारी के लिए एतद्वारा अधिसूचित किया जाता है कि विहित प्राधिकारी, पर्यात विशान और प्रीवीजिको विभाग, नई दिल्ली ने निम्नलिखित संस्था को ग्राहकर नियम 1962 के नियम 6 के साथ प्रति ग्राहकर प्रधिनियम, 1961 की धारा 35 के उपर्याप्त (1) के खण्ड (II) (पैरीस/एक/दो) के प्रयोगनी के लिए “संगम” प्रवर्ग के प्रक्षेत्र निम्नलिखित शर्तों पर अनुमोदित किया है, पर्यात:—

1. यह कि टाटा ऊर्जा अनुसंधान संस्थान, नई दिल्ली बैज्ञानिक अनुसंधान के लिए स्वर्य द्वारा प्राप्त राशियों का पृथक लेखा रखेगा।
2. यह कि उक्त संस्थान अपने बैज्ञानिक अनुसंधान संबंधी क्रियाकलापों की वार्षिक विवरणी, विहित प्राधिकारी को प्रत्येक वित्तीय वर्ष के संबंध में प्रति वर्ष 30 प्रत्रेन तक प्रेसे प्रकृष्ट में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकारित किया जाए और उसे सूचित किया जाए।
3. यह कि उक्त संस्थान अपनी कुल आय तथा अय दर्ता हुए अपने संपरीक्षित वार्षिक लेखों की तथा अपनी परिसंचयिता, वेनदारियों वर्षते हुए तुलनपत्र की एक-एक प्रति, प्रतिवर्ष 30 जन तक विहित प्राधिकारी को प्रस्तुत करेगा तथा इन वस्तुओं में से प्रत्येक की एक-एक प्रति संबंधित आयकर आयुक्त को भेजेगा।

2 ह कि उक्त संस्थान अनुमोदन की समाप्ति के 3 महीने पहले ग्रामादधि दहाने के लिए केंद्रीय प्रस्तुत कर दोइ, विस मंदालय, राजस्व विभाग, नई दिल्ली को आवेदन करेगा। अनुमोदन की समाप्ति की तारीख के बाद प्राप्त आवेदन पत्र रद्द कर दिया जाएगा।

संस्था

‘टाटा ऊर्जा अनुसंधान संस्थान, जीवन वीप बिंडिंग, पार्किंगमेंट इंटर्न, नई दिल्ली-110001

यह प्रधिसूचना 1-4-1984 से 31-3-1986 तक की अवधि के पिछे अभाव है।

[सं. 6467/फा.सं. 203/96/85-आ.क.नि.-II]

S.O. 5505.—In continuation of this office Notification No. 5459 (F. No. 203/157/83-ITA.II) dated 10-11-1983, it is hereby notified for general information that the Institution mentioned below has been approved by Department of Science and Technology, New Delhi, the Prescribed Authority for the purposes of clause (ii) of sub-section (1) of section 35 (Thirty five|one|two) of the Income-tax Act, 1961 read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions:—

- (i) That the Tata Energy Research Institute, New Delhi will maintain a separate account of the sums received by it for scientific research.
- (ii) That the said Institute will furnish annual returns of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April, each year.
- (iii) That the said Institute will submit to the Prescribed Authority by 30th June each year a copy of their audited annual accounts showing their total income and expenditure and balance sheet showing its assets liabilities with a copy of each of these documents to the concerned Commissioner of Income-tax.
- (iv) That the said Institute will apply to Central Board of Direct Taxes, Ministry of Finance, (Department of Revenue), New Delhi, 3 months in advance before the expiry of the approval for further extension. Applications received after the date of expiry of approval are liable to be rejected.

INSTITUTION

Tata Energy Research Institute, Jeevan Deep Building, Parliament Street, New Delhi-110001.

This Notification is effective for a period from 1-4-1984 to 31-3-1986.

[No. 5467 (F. No. 203/96/85-ITA. II)]

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई विल्सनी, 22 अक्टूबर, 1985

का.आ. 5506.—सर्वसाधारण की सूचनाएँ, एतद्वारा, यह अधिसूचित किया जाता है कि वित्त मंत्रालय (राजस्व तथा गोपा विभाग) की दिनांक 16-3-1974 की अधिसूचना सं. 576 (फा.सं. 203/51/73-आ.क.नि. II) द्वारा प्रायकर अधिनियम, 1961 की धारा 35 की उप धारा (1) के खंड (II) के अंतर्गत जसलोक अस्पताल तथा अनुसंधान केन्द्र, बम्बई को योग्य छूट 31-3-1986 तक सीमित की जाती है।

[संख्या 6468(फा.सं. 203/187/85-आ.क.नि.-II)]

प्रियोग द्वारा, अवर सचिव

(Central Board of Direct Taxes)

New Delhi, the 22nd October, 1985

S.O. 5506.—It is hereby notified for general information that the approval granted under clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 to the Jaslok Hospital and Research Centre, Bombay vide Ministry of Finance (Department of Revenue and Insurance) Notification No. 576 (F. No. 203/51/73-ITA.II) dated 16-3-1974, is hereby restricted upto 31-3-1986.

[No. 6468 (F. No. 203/187/85-ITA. II)]

GIRISH DAVE, Under Secy.

नई विल्सनी, 30 अक्टूबर, 1985

(प्रायकर)

का.आ. 5507.—श्रावकर अधिनियम, 1961 (1961 का 43) की धारा 80 छ की उपधारा (2)(ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त खंड के प्रयोजनार्थ, "श्री वीरपक्ष विद्याराण्य मट्ट संस्थानम्, हस्पेट" को पूरे कर्तिक राज्य के विभाग सार्वजनिक पूजास्थल के रूप में अधिसूचित करती है।

[सं. 6479/फा.सं. 176/53/85-आ.क. (नि. I)]

New Delhi, the 30th October, 1985

(INCOME-TAX)

S.O. 5507.—In exercise of the powers conferred by sub-section (2) (b) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Virupaksha Vidyaranya Mutt Samsthanam, Hospet" to be a place of public worship of renown throughout the State of Karnataka.

[No. 6479/F. No. 176/53/85-IT(AI)]

नई विल्सनी, 6 नवम्बर, 1985

का.आ. 5508.—कायकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा (2)(ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, "श्री धर्मलिंगेश्वर मन्दिर, सर्वांगल नगर, मद्रास" को समस्त तमिलनाडु राज्य में विभाग सार्वजनिक पूजास्थल के रूप में अधिसूचित करती है।

[सं. 6489/फा.सं. 176/54/85-आ.क. (नि.-I)]

New Delhi, the 6th November, 1985

S.O. 5508.—In exercise of the powers conferred by sub-section (2) (b) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Dharmalingeswarar Temple, Sarvamangala Nagar, Madras" as a place of public worship renown throughout the State of Tamil Nadu.

[No. 6489 F. No. 176/54/85-IT(AI)]

नई विल्सनी, 8 नवम्बर, 1985

(प्रायकर)

का.आ. 5509.—श्रावकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23G) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोजनार्थ, "बाबा काली कमलीवाला पंचायत क्षेत्र, ऋषिकेश" को करनिधारण-वर्ष 1985-86 से 1987-88 तक के अंतर्गत आवेदानी अधिक के सिए अधिसूचित करती है।

[सं. 6491/फा.सं. 197-क/200/82-आ.क. (नि.-I)]

प्रार. के. तिवारी, अवर सचिव

New Delhi, the 8th November, 1985

(INCOME-TAX)

S.O. 5509.—In exercise of the powers conferred by sub-clause (V) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Baba Kali Kamliwala Panchayat Kshetra, Rishikesh" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6491/F. No. 197A/200/82-IT(AI)]
R. K. TEWARI, Under Secy.

नई दिल्ली, 20 नवम्बर, 1985

भावेष

स्टाम्प

का. आ. 5510.—भारतीय स्टाम्प प्रधिनियम, 1899 (1899 का 2) की धारा 9 का उपधारा (1) के अंडे (ब) में प्रदत्त शक्तियों का उपयोग करते हुए, केन्द्रीय सरकार एवं द्वारा मौल छान्होंस हजार, दो सौ पचास रुपए के उस समेकित शुल्क की भवायारी की स्वीकृति प्रदान करती है जो “भासमूलक लिमिटेड कलकत्ता” द्वारा जारी किए जाने वाले केवल पैंतीस लाख रुपए अंकित मूल्य वाले 15% आरक्षित अहस्तातरणीय बंधपत्रों (प्रथम सिरीज) के रूप में अधिकारों पर प्रभावी है।

[सं. 41/85-स्टाम्प/का. सं. 33/54/85-वि. क.]

New Delhi, the 20th November, 1985

ORDER

STAMPS

S.O. 5510.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the.....Assambrook Limited, Calcutta... to pay consolidated stamp duty of Twenty Six thousand, two hundred and fifty rupees only, chargeable on account of the stamp duty on 15 per cent secured Non-convertible Bonds (First Series) in the form of debentures of the face value of Thirty five lakhs rupees.... to be issued by the said company.

[No. 41/85-Stamps|F. No. 33/54/85-ST]

भावेष

स्टाम्प

का. आ. 5511.—भारतीय स्टाम्प प्रधिनियम, 1899 (1899 का 2) की धारा 9 का उपधारा (1) के अंडे (क) में प्रदत्त शक्तियों का उपयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उस शुल्क को छठ देती है जो आवास विभाग द्वितीय कालम में लिमिटेड, बंवर्ह द्वारा जारी किए जाने वाले भाठ करोड़ रुपए से अनधिक मूल्य के वचन-पत्रों के रूप में 31-3-88 तक के मध्य के दोरान जारी किए जाने वाले सिम्निवित बंधपत्रों पर प्रभावी है :-

- (1) इस करोड़ रुपए अंकित मूल्य के “12.5 % आ. वि. वि. नि. बंधपत्र-1995”;
- (2) इस करोड़ रुपए से अनधिक के अंकित मूल्य के आ. वि. वि. वि. बंधपत्र 1985-86 सिरीज;
- (3) बीस करोड़ रुपए से अनधिक के अंकित मूल्य के आ. वि. वि. वि. वि. बंधपत्र 1986-87 सिरीज तथा
- (4) बीस करोड़ रुपए से अनधिक के अंकित मूल्य के आ. वि. वि. वि. वि. बंधपत्र 1987-88 सिरीज।

[का. सं. 42/85-स्टाम्प/का. सं. 33/51/85-वि. क.]
श्री. आर. मेहमी, अध्यक्ष सचिव

ORDER

STAMPS

S.O. 5511.—In exercise of the powers conferred by clause (a) sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899) the Central Government hereby remits the duty with which the following bonds in the nature of promissory notes of the total face value not exceeding sixty crores rupees to be issued during the period upto 31-3-88 by the Housing Development Finance Corporation Limited, Bombay are chargeable namely —

- (i) “12.5 per cent HDFC Bonds—1995” of the face value of ten crores rupees;
- (ii) HDEC Bonds—1985-86 series of the face value not exceeding twenty crores rupees;
- (iii) HDFC Bonds—1986-87 series of the face value not exceeding twenty crores rupees and
- (iv) HDFC Bonds—1987-88 series of the face value not exceeding twenty crores rupees.

[F. No. 42/85-Stamps F. No. 33/51/85-ST]

B. R. MEHMI, Under Secy.

(सम्पादित सम्मान अपील अधिकारण)

नई दिल्ली, 28 नवम्बर, 1985

पृष्ठ-पत्र

का.आ. 5512 :—दिनांक 11 सितम्बर, 1985 के भारत सरकार के राजपत्र, के भाग II, खण्ड 3, उपखण्ड (ii) के पृष्ठ सं. 5127-5128 पर प्रकाशित अधिसूचना संख्या का. आ. 4575 में पश्चात् मीडे दो गई एक्सिप्रेस सारणी के द्वितीय कालम में निर्दिष्ट शब्दों और संश्लाघों आदि के स्थान पर तृतीय कालम में निर्दिष्ट शब्दों और संश्लाघों पक्की जाएं --

शुद्धि सारणी

| अधिसूचिया कहाँ हैं | अग्रुद शब्द या संश्लाघ | ग्रुद शब्द या संश्लाघ |
|---------------------------|------------------------|-----------------------|
| उद्देशिका की पहली पंक्ति | सम्पादन | सम्पादित |
| उद्देशिका की दसवीं पंक्ति | 563 से 569 | 570 से 578 |
| अधिसूचना की अन्तिम | चक्रवर्ती | चक्रवर्ती |
| | पंक्ति | |

[का. सं. 91/सामाज्य/स. स. अ. अ./85]

श्री. चक्रवर्ती, एविस्ट्रार

APPELLATE TRIBUNAL FOR FORFEITED PROPERTY

New Delhi, the 28th November, 1985

CORRIGENDUM

S.O. 5512.—In the English version of Notification No. S.O. 4575 dated 11th September, 1985, published on pages 5127-5128 in the Gazette of India, Part II, Section 3, Sub-Section (ii):—

- (1) In the Preamble, in line 5, for “he” read “the”;
- (2) In rule (1A), in line 2, for “expanses”, read “expenses”;
- (3) In the last line of the Notification, for “Chakravarty” read “Chakravarty”;

[F. No. 91/Genl/ATFP/85]
B. CHAKRAVARTY, Registrar

(ग्राहिक कार्य विभाग)

(भारतीय पूर्ति अकादमी के कोषपाल का कार्यालय)

नई दिल्ली, 21 नवम्बर, 1985

गुद्धि-पद्ध

का.पा. 5513.—भारत सरकार वित्त मंत्रालय, ग्राहिक कार्य विभाग, भारतीय पूर्ति अकादमी के कोषपाल के कार्यालय को दिनांक 4 अक्टूबर, 1984 की अधिसूचना संख्या एफ 1(1)/84-टी.सी.ई., जो 24 नवम्बर, 1984 के राजपत्र के सामग्री-II छान्ड 3(ii) में पृष्ठ संख्या 3481-3528 में प्रकाशित की गई है, का शुल्क-पत्र :—

| क्रम सं. | पृष्ठ सं. | केस सं. | कालम सं. | लाइन | प्रशंस | ग्रन्थ |
|----------|-----------|---------|----------|--------|-----------------------|--|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| 1. | 3482 | 3 | 7 | 1 | मालूम नहीं | 4,46,520.00 |
| 2. | 3482 | 3 | 8 | 1 | ग्रन्थ | 1,75,140.00 |
| 3. | 3482 | 3 | 7 | 2 | 18,89,28.57 | 18,89,281.57 |
| 4. | 3484 | 14 | 7 | 1 | मालूम नहीं | 9,873.65 |
| 5. | 3484 | 14 | 8 | 1 | ग्रन्थ | 480.00 |
| 6. | 3486 | 1 | 7 | 1 | मालूम नहीं | ग्रन्थ |
| 7. | 3491 | 3 | 8 | 1 | 1,800.60 | 1,800.00 |
| 8. | 3493 | 9 | 6 | 1 | 39,870.24 | 21,594.12 |
| 9. | 3493 | 10 | 6 | 1 | 1,698.60 | 1,718.60 |
| 10. | 3493 | 11 | 6 | 1 | 680.00 | 756.00 |
| 11. | 3493 | 12 | 6 | 1 | 346.60 | 384.00 |
| 12. | 3493 | 13 | 6 | 1 | 11,232.00 | 12,480.00 |
| 13. | 3493 | 10 | 10 | 3 | 200.0 | 20.0 |
| 14. | 3494 | 16 | 6 | 1 | 935.65 | 935.65 |
| 15. | 3498 | 32 | 12 | 1 से 4 | कालम 8 में विचाराई गई | 5 मौत्रितात मध्य प्रदेश झज्ज की आपास मात्र 3,900 रुपए की राशि को 5 वर्षीय इकाई पर सावधि जमा में पुनः निवेश कर दिया गया है। |
| 16. | 3499 | 1(51) | 7 | 1 | 1,1080.53 | 1,080.53 |
| 17. | 3500 | (8) | 10 | 2 | 14.15 | 14.50 |
| 18. | 3500 | (8) | 10 | 3 | 14.15 | 14.50 |

[स. 1/1/84-टी.सी.ई.]
के.पा. वेंकटेश्वरन् कोषपाल
भारतीय पूर्ति अकादमी नियि

(Department of Economic Affairs)
Office of the Treasurer of Charitable Endowments for India)

New Delhi, the 21st November, 1985

ERRATA

S.O. 5513.—In the Notification of the Government of India in the Ministry of Finance, Department of Economic Affairs, Office of the Treasurer of Charitable Endowments for India No. F.1/1/84-TCE published as S.O. 3845 in the Gazette of India, Part II, Section 3(ii), dated the 24th November, 1984 at pages 3481 to 3528.

| | Page No. | Sr. No. | Column | Line | For | Read |
|-------------|----------|---------|--------|------|--------------|--------------|
| Maharashtra | 3510 | 14 | 7 | 1 | 9,08,073.65 | 9,873.65 |
| India | 3515 | 12 | 10 | 3 | 25,00,000.00 | 15,00,000.00 |

[F. No. 1/1/84-TCE]

K.P. VENKATESWARAN, Treasurer of Charitable Endowments for India

(बैंकिंग प्रमाण)

नई दिल्ली, 18 नवम्बर, 1985

का. आ. 5514.—भारतीय नियाति-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उपधारा (1) के खंड (i) के उपखंड (II) के अनुसरण में, केन्द्रीय सरकार एतद्वारा श्री टी. तिवारी, भ्रष्टाचार एवं प्रबंध निवेशक, बैंक आफ इंडिया, बम्बई को भारतीय नियाति-आयात बैंक के निवेशक भण्डल में निवेशक के रूप में मतीनात करती है।

[सं. एफ. 7/8/85-बी. ओ.-I]

New Delhi, the 25th November, 1985

S.O. 5516.—In pursuance of Sub-section 2 of Section 21 of the Industrial Finance Corporation Act, 1948 (15 of 1948), the Central Government, on the recommendation of the Board of Directors of the Industrial Finance Corporation of India, hereby fixes 9.75 per cent (nine and three quarters) per annum as the rate of interest payable on the bonds to be issued by the said Corporation on 9th, 10th and 11th December, 1985 and maturing on 9th, 10th and 11th December, 1998.

[F. No. 6(7)IFI[85]

AMAR SINGH, Under Secy.

(Banking Division)

New Delhi, the 18th November, 1985

S.O. 5514.—In pursuance of sub-clause (ii) of clause (e) of sub-section (1) of section 6 of the Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Shri T. Tiwari, Chairman and Managing Director, Bank of India, Bombay as a Director of the Board of Directors of the Export-Import Bank of India.

[No. F. 7/8/85-B.O.I]

नई दिल्ली, 20 नवम्बर, 1985

का. आ. 5515.—राष्ट्रीयहत बैंक (प्रबंध और प्रकीर्ण उपबंध) योजना, 1980 की धारा 3 की उपधारा (4) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारतीय रिज़िक बैंक, बम्बई के उपर तथा बजट नियंत्रण विभाग में वितीय नियंत्रक श्री सुदर्शन लाल को डा. एच. सी. भट्ट के स्थान पर न्यू बैंक आफ इंडिया के निवेशक के रूप में नियुक्त करती है।

[संज्ञा एफ. 9/42/85-बी. ओ.-I]
एस. एस. हसुरकर, निवेशक

New Delhi, the 20th November, 1985

S.O. 5515.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri Sadarshan Lal, Financial Controller, Department of Expenditure and Budgetary Control, Reserve Bank of India, Bombay, as a Director of New Bank of India vide Dr. H. C. Bhatt.

[No. F. 9/42/85-B.O.I]
S. S. HASURKAR, Director

नई दिल्ली, 25 नवम्बर, 1985

का. आ. 5516.—केन्द्रीय सरकार, अधिकारिक वित्त नियम प्रधिनियम, 1948 (1948 का 15) की धारा 21 की उपधारा (2) के अनुसरण में भारतीय अधिकारिक वित्त नियम के निवेशक खोड़ की सिफारिश पर उक्त नियम धारा 9, 10 तथा 11 दिसम्बर, 1985 को जारी किए जाने वाले और 9, 10 तथा 11 दिसम्बर, 1998 को परिवर्त्त होने वाले खाड़ों पर देय आज की घर एतद्वारा 9.75% (पैसे वस प्रतिशत) अधिक निर्धारित करती है।

[काल्पनिक संख्या 8(7) प्राई एफ आई 85]
अध्यक्ष, अध्यक्ष, अध्यक्ष

नई दिल्ली, 11 नवम्बर 1985

का. आ. 5517.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त प्रक्रियों के प्रयोग करते हुए केन्द्रीय सरकार श्री. डॉ. एस. रांगनयकुल को जिनकी धारा 11 की उपधारा (1) के तहत काक विधा ग्रामीण बैंक, वारंगल (आंध्र प्रदेश) के अध्यक्ष के स्थू में नियुक्त करने वाले की पहली अवधि 30-6-1985 को समाप्त हो गयी है, 1-7-1985 से प्रारंभ होकर 3-8-1985 को समाप्त होने वाली अवधि के लिये उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[सं. एफ. 2-8/85 आर. आर. बी.]

New Delhi, the 11th November, 1985

S.O. 5517.—In exercise of the powers conferred by sub-section (2) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government reappoints Shri D. S. Ranganayakulu as the Chairman of Kakathiya Grammeena Bank, Warangal (AP) whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 30-6-85 for a period commencing from 1-7-85 and ending with 3-8-85.

[No. F. 2-8/85-RRB]

का. आ. 5518.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त प्रक्रियों के प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री. एम. एम. सर्वेंग पांडे को काकाधिया ग्रामीण बैंक, वारंगल (आंध्र प्रदेश) के अध्यक्ष नियुक्त करती है तथा 4 अगस्त, 1985 से प्रारंभ होकर 31 अगस्त, 1988 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके बारें श्री पांडे अध्यक्ष के रूप में कार्य करेंगे।

[सं. एफ. 2-8/85-आर. आर. बी.]

च. वा. मीरचंदानी, निवेशक

S.O. 5518.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri M. S. Sardesh Pande, as the Chairman of the Kakathiya Grammeena Bank, Warangal (AP) and specifies the period commencing on the 4th August 1985 and ending with the 31st August, 1988 as the period for which the said Shri Pande shall hold office as such Chairman.

[No. F. 2-8/85-RRB]

C. W. MIRCHANDANI, Director.

बाणिज्य भंजालय

(बाणिज्य विभाग)

नई दिल्ली, 7 दिसम्बर, 1985

का. आ. 5519.—निर्धारित (बालिटी नियंत्रण और नियोजन) प्रशिक्षियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा मैसर्सं बजाज ब्राटो लिमिटेड, घरकर्दी, पुणे-411035 द्वारा विनियमित परियोजन में दिए गए भोटर गार्ड के पुर्जों तथा संघटकों का नियर्ति से पूर्व नियोजन करने के लिए मैसर्सं बजाज ब्राटो लिमिटेड, जिनका रजिस्ट्री-कूर्त कायलिय अकूर्दा, पुणे-411035 में स्थित है, को का. आ. -2704 तारीख 13-8-1984 के अनुसार प्रधिसूचित शर्तों के अधीन रखते हुए, 13 अगस्त, 1985 से तीन और वर्ष भी प्रबंधि के लिए अभिकरण के रूप में मार्गदर्शन देती है।

[फाइल सं. 5(4)/84-ई. आई. एड ई. पी.]

एन. एस. हरिहरन, निवेशक

परियोजना

1. संयोजक शक्ति
2. ऐम्पल शेफ्ट
3. ब्रेक ड्रम
4. ब्रेकशेफ्ट
5. केमशेफ्ट
6. सिलेंडर शीर्ष, सिलेंडर ब्लोक
7. ब्लॉक समुच्चय
8. वायु फिल्टर समुच्चय तथा इसके फिल्टर तत्व
9. ब्रेक समुच्चय, मास्टर सिलेंडर उनके पुर्जे तथा मरम्मत का सामान ब्रेक लिंग।
10. प्रोपेसर शेफ्ट
11. हूप्स
12. भूमि रिम तथा डिल्क समुच्चय।
13. सधी प्रकार के शियर।

MINISTRY OF COMMERCE

(Department of Commerce)

New Delhi, the 7th December, 1985

S.O. 5519.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises M/s. Bajaj Auto Ltd., having their registered office at Akurdi, Pune-411035, as the agency, for a further period of three years w.e.f. 13th August, 1985 for inspection of Automobile Spares and Components as per Appendix manufactured at M/s. Bajaj Auto Ltd., Akurdi, Pune-411035, prior to export, subject to the conditions notified vide S.O. 2704 dated 13-8-1984.

[F. No. 5/4/84-EI&EP]

N. S. HARIHARAN, Director

APPENDIX

1. Connecting Rod
2. Axle Shafts
3. Brake Drum
4. Crank Shaft
5. Cam Shaft

6. Cyclinder Head, Cylinder Block

7. Clutch Assembly

8. Air filter Assembly and its filter elements

9. Brake Assembly, Master Cylinder their parts and repair kits, brake springs.

10. Propeller Shaft

11. Hubs Rim

12. Wheel Rim and Disc Assembly

13. All types of Gears.

उद्योग भंजालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 18 नवम्बर, 1985

का. आ. 5520.—एकांकिकार तथा अधरोधक व्यापारिक व्यवहार प्रविधियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में, केंद्रीय सरकार एतद्वारा इस प्रधिसूचना के अनुसरणक में उल्लिखित उपकरणों के पंजीकरण को, उक्त उपकरणों के वह उपकरण होने पर, जिन पर उनके प्रधियनम के व्यव्याय-III के भाग-क के उपबन्ध अव लागू नहीं होते हैं, के नियर्स्तीकरण को प्रधिसूचित करती है।

[सं. 16/12/85-एम.-3]

प्रधिसूचना सं. 16/12/85-एम-3 का अनुलग्नक

| क्रम सं. | उपकरण का नाम | पंजीकृत पते | पंजीकरण संख्या |
|----------|---------------------------------------|--|----------------|
| 1. | मैसर्सं एशियाटिक गेस लिमिटेड | 8. बी. बी. बी. गांग, ईस्ट कलकत्ता-700001 | 1712/84 |
| 2. | मैसर्सं बड़ीदा रेयन कारपोरेशन लिमिटेड | पो. ओ. बड़ीदा रेयन उधना जिला—सूरत-394220 | 931/74 |
| 3. | मैसर्सं मानकलाल हरीलाल मिल्स लिमिटेड | सरसपुर, अहमदाबाद-380018 | 1761/84 |

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 18th November, 1985

S.O. 5520.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of the undertakings mentioned in the Annexure to this notification, the said undertakings being undertakings to which the provisions of Part-A Chapter III of the said Act no longer apply.

[No. 16/12/85-M.III]

ANNEXURE TO THE NOTIFICATION NO. 16/12/85-M.
III

| Sl. No. | Name of the undertakings | Registered address | Registration number |
|---------|---------------------------------------|--|---------------------|
| 1. | M/s. Asiatic Gases Limited | 8, B.B.D. Bagh, East Calcutta-700001. | 1712/84 |
| 2. | M/s. Baroda Rayon Corporation Limited | P.O. Baroda Rayon Udhana Distt.— Surat-394220. | 931/74 |
| 3. | M/s. Maneklal Harilal Mills Limited. | Saraspur, Ahmedabad-380018. Gujarat. | 1761/84 |

नई दिल्ली, 20 नवंबर, 1985

New Delhi, the 20th November, 1985

का. श्र. 5521.—एकाधिकार तथा प्रबोधक क्षेत्रिक उद्योग अधिनियम, 1969 (1969 का 54) की धारा 26 को उपधारा (3) के अनुसरण में, केन्द्रीय सरकार एलड्हाग मैम्पन बाटलीबाय एड कम्पनी लिमिटेड, पंजीकृत कार्यालय ए. पी. जे हाउस, छठी मंजिल, डा. वी. ए. गांधी मार्ग, बम्बई-400023 को, कषित प्रधिनियम के अन्तर्गत पंजीकरण मध्या 542/70, जो मै. बाटलीबाय इन्जीनियरिंग कम्पनी लिमिटेड के साथ अपने समावेशन के फलस्वरूप अब अन्तिम से नहीं के पंजीकरण को काटने को अधिसूचित करते हैं।

[मे. 16/26/84-प्र. -3]
ए.ल. मी. गोयल, अवधारणा

S.O. 5521.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the deletion of the registration of M/s. Batliboi & Company Limited, having its registered office at Aceejay House, 6th-floor, Dr. V. B. Gandhi Marg, Bombay-400023, having Registration No. 542/70 under the said Act, which is no longer in existence on account of its amalgamation with M/s. Batliboi Engineering Company Limited.

[No. 16/26/84.M-III]
L. C. GOYAL, Under Secy.

लाल और नागरिक पूर्ति संचालन

(नागरिक पूर्ति विभाग)

भारतीय मानक संस्था

नई दिल्ली, 28 अक्टूबर, 1985

का.श्र. 5522.—समय पर संगोष्ठित भारतीय वानक संस्थान (प्रमाणन चिन्ह) विनियम, 1955 के उपविनियम (4) के अनुसार अधिसूचित किया जाता है कि नाइट्रोज़ेस मैक्सीम सी.एम./एल-1331634 जिसके व्योरे नीचे अनुसूची में विद्ये गये हैं। 1985-02-01 से रद्द कर दिये गये हैं और वापस नि. शिया माना जाए।

अनुसूची

| क्रम सं. मं. | लाइसेंस संख्या और दिनांक | लाइसेंसधारी का नाम और पता | रद्द लाइसेंस मध्यम वस्तु प्रक्रिया | संबंध भारतीय वानक |
|----------------------|---|---|------------------------------------|-------------------|
| 1. सी.एम./एल-1331634 | मैम्पन कृषि एसायन, राष्ट्रीय राजमार्ग, एन एल्कीन पायसनीय फान्ड एन्ड एक्सी. एच. IS : 1307-1982 एल्कीन पायसनीय सांद्र | प्रैच एम-5, पो. श्री राजीवाल, जिला एच डी.एम निहित 30 % बालासोर-756111 (ଓଡ଼ିଶା) | श्री विश्विष्ट (पहला पुनरीक्षण) | |

[सी.एम.डी/55: 1331634]
श. बी.ओ.एन. सिंह, अपर मन्त्रालयिक सुहृ

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

INDIAN STANDARDS INSTITUTION

New Delhi, the 28th October, 1985

S.O. 5522.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955 as amended from time to time, the Indian Standards Institution notifies that licence No. CM/L-1331634 particular of which are given below has been cancelled with effect from 85-02-01.

THE SCHEDULE

| Sl. Licence No. and Date No. | Name and Address of the Licensee | Article/Process covered by the licence cancelled | Relevant Indian Standards |
|---------------------------------|--|---|--|
| 1. CM/L-1331634 84-08-08 | M/s. Krishi Rasayan, National Highway, NHN-5, P.O. Ranital, District. Balasore-756111 (Orissa) | Aldrin EC Endo Exo HDN content 30% | IS : 1307-1982 Specification for Aldrin Emulsifiable Concentrates. (First Revision) |

[CMD/55 : 1331634]

Dr. B.N. SINGH, Addl. Director General, Marks

स्नास्य और परिवार कल्याण भूतान्त्रिय

नई दिल्ली, 5 नवम्बर, 1985

का. अ. 5523.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् प्रधानियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त विविधों का प्रयोग करने हुए, भारतीय आयुर्विज्ञान परिषद् में परामर्श करने के पश्चात् उक्त अधिनियम का प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में :—

- (i) इलाहाबाद विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, “डिप्लोमा इन स्पेशलियोलाजी”—डी. ए.; प्रविद्यि के पश्चात् निम्नलिखित प्रविद्यि अन्तःस्थापित की जाएगी, अर्थात् :—
“मास्टर आफ सर्जरी (ई. एन. डी.)—एम. डी.
(ई. एन. डी.)”
- (ii) आगरा विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, “डाक्टर आफ मेडिसिन (फारेमिक मेडिसिन)”—प्रविद्यि के पश्चात् निम्नलिखित प्रविद्यि अन्तःस्थापित की जाएगी, अर्थात् :—
“डाक्टर आफ मेडिसिन (रेफियोलाजी)—एम. डी.
(रेफियोलाजी)”
- (iii) गोहाटी विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, “डिप्लोमा इन आइल्ड हेल्प—डी. सी. एच.” प्रविद्यि के पश्चात् निम्नलिखित प्रविद्यि अन्तःस्थापित की जाएगी, अर्थात् :—
“डाक्टर आफ मेडिसिन (एनेस्थेसियोलाजी)—एम. डी.
(स्नेस्थ) डिप्लोमा एम एनेस्थेसियोलाजी—डी. ए.
- (iv) गुरु नानक देव विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, डाक्टर आफ मेडिसिन (मोशल एण्ड प्रिवेटिव मेडिसिन)—एम. डी.
(प्र.एच. सो. मेडिसिन), प्रविद्यि के पश्चात् निम्नलिखित प्रविद्यियों अन्तःस्थापित की जाएगी, अर्थात् :—
“डिप्लोमा इन मायताकोलाजी एण्ड दायस्ट्रेडिस्स—डी. डी. डी.,”
- (v) हिमाचल प्रदेश विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, “बैचलर आफ मेडिसिन एण्ड बैचलर आफ सर्जरी—एम. डी.
पी. एस.” प्रविद्यि के पश्चात् निम्नलिखित प्रविद्यियों अन्तःस्थापित की जाएगी, अर्थात् :—
“डिप्लोमा इन आइल्ड हेल्प—डी. सी. एच.
डाक्टर आफ मेडिसिन (स्पेशल डिप्लोलाजी) —एम. डी. (स्नेस्थ)
डाक्टर आफ मेडिसिन (रेफियो-डायनामिस) —एम. सी. (एफ.)
(रेफियो-डायनामिस)
डाक्टर आफ मेडिसिन (आइस्ट्रेटिव एण्ड गोयनाकोलाजी—
एम. डी. (ग्राहस्ट एण्ड गायला)
डाक्टर आफ मेडिसिन (फिजियोलाजी) —एम. डी. (फिजियो)
मास्टर आफ सर्जरी (जनरल सर्जरी) —एम. एस. (एना)
डिप्लोमा इन ऑटो-रिसो-पारिनियोलाजी—डी. एल. डी.
डिप्लोमा इन किलनियाल वैश्वोलाजी—डी. सी. पी.
मास्टर आफ सर्जरी (जनरल सर्जरी) —एम. एस.
(जनरल सर्जरी)
डाक्टर आफ मेडिसिन (बैडिसिन) —एम. डी. (मेडिसिन)
मास्टर आफ सर्जरी (ब्रोफोर्मिस्म) —एम. एस. (प्रबोर्न)

(vi) उमरी बंगाल विश्वविद्यालय, मिलिंडी से सम्बन्धित प्रविद्यियों में,

“30 अप्रैल, 1985” प्रक्रम, अक्षरों, और शब्दों के स्थान पर “30 अप्रैल, 1986” प्रक्रम, अक्षर और शब्द रखे जाएंगे।

(vii) पंजाबी विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, डाक्टर आफ मेडिसिन (फारेमिक मेडिसिन) —एम. डी. (फारेमिक मेडिसिन) प्रविद्यि के पश्चात् निम्नलिखित प्रविद्यि अन्तःस्थापित की जाएगी अर्थात् :—

डाक्टर आफ मेडिसिन (रेफियोलाजी) —एम. डी.

(रेफियोलाजी) —एम. डी. (रेफियोलाजी)

यह अर्हता मान्यताप्राप्त चिकित्सा अन्तर्गत नभी होगी जब वह 16 मई, 1988 को या उससे पूर्व प्रदान की गई हो;

(viii) राजी विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, “डाक्टर आफ मेडिसिन (भेसजगुण विज्ञान, एम. डी.)” प्रविद्यि प्रश्नात् निम्नलिखित प्रविद्यियों की जाएगी, अर्थात्—डाक्टर आफ मेडिसिन (जेओलाजी) —एम. डी. (पैथोलाजी)

(ix) सौराष्ट्र विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, “डिप्लोमा इन एनेस्थेसियोलाजी,—डी. ए.; प्रविद्यियों के पश्चात् निम्नलिखित प्रविद्यियों अन्तःस्थापित की जाएगी, अर्थात् :—
“डाक्टर आफ मेडिसिन (पीडीआर्टिस) —एम. डी. (पीड) डिप्लोमा इन चाइल्ड हेल्प—डी. सी. एच.”

(x) सम्बलपुर विश्वविद्यालय से सम्बन्धित प्रविद्यियों में, “डाक्टर आफ मेडिसिन (भेसजगुण विज्ञान) —एम. डी. (मै. बी. वि.)” प्रविद्यि के पश्चात् निम्नलिखित प्रविद्यि अन्तःस्थापित की जाएगी, अर्थात् :—
“मास्टर आफ सर्जरी (अथोर्पेइक्स) —एम. एम. (आर्ची)”

(xi) गिरावंती विश्वविद्यालय में सम्बन्धित प्रविद्यियों में, “डाक्टर आफ मेडिसिन (पैथोलाजी) —एम. डी. (पैथो)” प्रविद्यि के पश्चात् निम्नलिखित प्रविद्यियों अन्तःस्थापित की जाएगी, अर्थात् :—
“डाक्टर आफ मेडिसिन (एनास्थेसियोलाजी) —एम. डी.
(एनेस्थ) ”।

[सं. 11015/17/85-एम. ई. (पी)]

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 5th November, 1983

S.O. 5523.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule,—

(i) in the entries relating to the University of Allahabad, after the entry, “Diploma in Anaesthesiology....D.A.”, the following entry shall be inserted, namely:—

“Master of Surgery (ENT).....M.S. (E.N.T.”;

(ii) in the entries relating to the University of Agra, after the entry “Doctor of Medicine (Forensic Medicine)... M.D. (Foren. Med.)”, the following entry shall be inserted, namely:—

“Doctor of Medicine (Radiology).....M.D. (Radiology).

This qualification shall be a recognised medical qualification upto the academic year 1984-85 only”;

(iii) in the entries relating to the University of Gauhati, after the entry "Diploma in Child Health.....D.C.H.", the following entries shall be inserted, namely:—

"Doctor of Medicine (Anaesthesiology).....M.D.(Anaes.)
Diploma in Anaesthesiology.....D.A.";

(iv) in the entries relating to the Guru Nanak Dev University, after the entry "Doctor of Medicine (Social & Preventive Medicine).....M.D. (Pre. & Soci. Med.)", the following entry shall be inserted, namely:—

"Diploma in Gynaecology and Obstetrics.....D.G.O";

(v) in the entries relating to the University of Himachal Pradesh, after the entry "Bachelor of Medicine and Bachelor of Surgery.....M.B.B.S"; the following entries shall be inserted, namely:—

"Diploma in Child Health.....D.C.H.

Doctor of Medicine (Community Medicine).....M.D.
Community Med.)

Doctor of Medicine (Anaesthesiology).....M.D. (Anaes.)

Doctor of Medicine (Radio-Diagnosis).....M.D. (Radio-Diagnosis).

Doctor of Medicine (Obstetrics & Gynaecology).....M.D.
(Obst. & Gynae).

Doctor of Medicine (Physiology).....M.D. (Phy.)

Master of Surgery (Anatomy).....M.S. (Ana.)

Diploma in Oto-reino-Laryngology.....D.L.O.

Diploma in Clinical Pathology.....D.C.P.

Master of Surgery (General Surgery).....M.S. (Genl.
Surgery).

Doctor of Medicine (Medicine).....M.D. (Medicine).

Master of Surgery (Orthopaedics).....M.S. (Ortho)";

(vi) in the entries relating to the North Bengal University, Siliguri, for the figures, letters and word "30th April, 1985", the figures, letters and words "30th April, 1986" shall be substituted;

(vii) in the entries relating to the Punjabi University, after the entry "Doctor of Medicine (Forensic Medicine.....M.D. (Foren. Med.)", the following entry shall be inserted, namely:—

"Doctor of Medicine (Radiology).....M.D. (Radiology).

This qualification shall be a recognised medical qualification when granted on or before 16th May, 1983";

(viii) in the entries relating to Ranchi University, against the entry "Doctor of Medicine (Pathology), the asteriches and the words, figures and letters". This qualification shall be recognised medical qualification when granted before 30th April, 1979 shall be omitted;

(ix) in the entries relating to the Saurashtra University, after the entry, "Diploma in Anaesthesiology.....D.A.", the following entries shall be inserted, namely:—

"Doctor of Medicine (Paediatrics).....M.D. (Paed.)

Diploma in Child Health.....D.C.H.";

(x) in the entries relating to the Sambalpur University, after the entry, "Doctor of Medicine (Pharmacology).....M.D. (Pharm.)", the following entry shall be inserted, namely:—

"Master of Surgery (Orthopaedics).....M.S. (Ortho.)";

(xi) in the entries relating to the Shivaji University, after the entry, "Doctor of Medicine (Pathology).....M.D.(Path.)"; the following entries shall be inserted, namely:—

"Doctor of Medicine (Anaesthesiology).....M.D.
(Anaes.)

Diploma in Anaesthesiology.....D.A.".

[No. V-11015/17/85-ME(P)]

का. घा. 5524.—केन्द्रीय सरकार भारत प्रायुषिकात परिषद् प्रधिनियम, 1956 (1956 का 102) की धारा 11 को उप-प्राचा(2) द्वारा प्रदल शक्तियों का प्रयोग करते हुए, मारनीव प्रायुषिकात परिषद् से परामर्श करने के पश्चात् उक्त प्रधिनियम की प्रवाप प्रत्युच्छी में निम्न-लिखित और संसोधन करती है, अर्थात् :—

उक्त प्रत्युच्छी में,

(क) इन्दौर विश्वविद्यालय से मंशधित प्रविष्टियों में अनिम्न लिम्न में अन्त में निम्नलिखित पाद दिएगी अतः स्थापित की जाएगी अर्थात् :

"वे अर्हताएं 25 जनवरी, 1983 को या उसके पूर्व अंजूर किए जाने की दशा में मात्रताप्राप्त चिकित्सीय अर्हताएं होंगी"

(ब) इन्दौर विश्वविद्यालय से तथ्यधित प्रविष्टियों के पश्चात् निम्न-लिखित प्रविष्टियां अवस्थापित की जाएंगी, अर्थात् :

"द्वेषी अहिल्या नियन्त्रितालय, इन्दौर

बैचलर आफ मेडिसिन एंड बैचलर आफ एम. बी. बी. एम.

मर्जरी

डाक्टर आफ मेडिसिन (शरीर क्रिया एम. बी. (शरीर क्रिया विज्ञान)

डाक्टर आफ मेडिसिन (भेदभाव विज्ञान) एम. बी. (भेदभाव विज्ञान)

डाक्टर आफ मेडिसिन (विकृति विज्ञान) एम. बी. (विकृति विज्ञान)

डाक्टर आफ मेडिसिन (प्रायुषिकान) एम. बी. (प्रायुषिकान)

मास्टर आफ मर्जरी (साधारण शब्द एम. एम. (नापाठण शब्द विज्ञान)

मास्टर आफ मर्जरी (शरीर रखना विज्ञान) एम. एम. (शरीर रखना विज्ञान)

मास्टर आफ मर्जरी (प्रसूति विज्ञान और सी रोग विज्ञान) एम. एम. (प्रसूति विज्ञान और सी रोग विज्ञान)

मास्टर आफ मर्जरी (नेत्र विज्ञान) एम. एम. (नेत्र विज्ञान)

डाक्टर आफ मेडिसिन (बाल चिकित्सा विज्ञान) एम. बी. बी. (बाल चिकित्सा विज्ञान)

डिप्लोमा इन आप्लायनिमिक मेडिसिन एम. बी. एम. एम.

सर्जरी

डिप्लोमा इन चाइट्ट फैन्स एम. बी. एम.

डिप्लोमा इन ट्यूबरक्यूलोमिस एम. बी. एम.

डाक्टर आफ मेडिसिन (विकृति विज्ञान) एम. बी. (विकृति विज्ञान)

डिप्लोमा इन विलिकल पैशालॉजी एम. बी. एम.

मास्टर आफ मर्जरी (विकृति विज्ञान) एम. एम. (विकृति विज्ञान)

मास्टर आफ मर्जरी (कर्ण नासा कंठ विज्ञान) एम. एम. (कर्ण नासा कंठ विज्ञान)

डिप्लोमा इन ट्यूबरक्यूलोमिस एम. बी. एम.

सर्जरी

डिप्लोमा इन लारिंगोलॉजी एम. बी. एम.

डाक्टर आफ मेडिसिन (विकिरण विज्ञान) एम. बी. (विकिरण विज्ञान)

डिप्लोमा इन एनेस्थीसिया एम. बी. ए.

डाक्टर आफ मेडिसिन (संबोधनाहरण विज्ञान) एम. बी. (संबोधनाहरण विज्ञान)

उपर्युक्त अर्हताएं 26 जनवरी, 1983 को या उसके पश्चात् अंजूर किए जाने की दशा में मात्रताप्राप्त चिकित्सीय अर्हताएं होंगी"।

[नं. बी-11015/17/85-एम. ई. (पी)]

बन्द्र भारत, भवान, लखनऊ

S.O. 5524.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956) the Central Government, after consulting the Medical Council of India hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule?

(a) in the entries relating to the University of Indore in the last column, the following foot-note shall be inserted at the end, namely:—

"These qualifications shall be recognised medical qualifications when granted on or before the 25th January, 1983.";

(b) after the entries relating to the University of Indore, the following entries shall be inserted namely:—

Devi Ahilya Vishwavidyalaya, Indore.

| | |
|--|----------------------------------|
| Bachelor of Medicine and Bachelor of Surgery | M.B.B.S. |
| Doctor of Medicine (Physiology) | M.D. (Physiology) |
| Doctor of Medicine (Pharmacology) | M.D. (Pharmacology) |
| Doctor of Medicine (Pathology) | M.D. (Pathology) |
| Doctor of Medicine (Medicine) | M.D. (Medicine) |
| Master of Surgery (General Surgery) | M.S. (General Surgery) |
| Master of Surgery (Anatomy) | M.S. (Anatomy) |
| Master of Surgery (Obstetrics and Gynaecology) | M.S. (Obst. & Gynaec.) |
| Master of Surgery (Ophthalmology) | M.S. (Ophth.) |
| Doctor of Medicine (Paediatrics) | M.D. (Paed.) |
| Diploma in Ophthalmic Medicine and Surgery | D.O.M.S. |
| Diploma in Child Health | D.C.H. |
| Diploma in Tuberculosis Diseases | T.D.D. |
| Doctor of Medicine (Social and Preventive Medicine) | M.D. (Soc. & Prev. Med.) |
| Diploma in Clinical Pathology | D.C.P. |
| Master of Surgery (Orthopaedics) | M.S. (Orth.) |
| Master of Surgery (Oto-rhino- laryngology) | M.S. (Oto-rhino- laryngology) |
| Diploma in Tuberculosis and Chest Diseases | D.T.C.D. |
| Diploma in Laryngology and Otology | D.L.O. |
| Doctor of Medicine (Radio-Diagnosis) | M.D. (Radio- Diagnosis) |
| Diploma in Anaesthesia | D.A. |
| Doctor of Medicine (Anaesthesiology) | M.D. (Anaes.) |

The above qualifications shall be recognised medical qualifications when granted on or after the 26th January, 1983."

[No. V-11015/16/85-ME(P)]

CHANDER BHAN, Under Secy.

नई चिल्डी, 25 नवम्बर, 1985

का. आ. 5525.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में स्वास्थ्य और परिवार कल्याण मंत्रालय तथा स्वास्थ्य सेवा

महानिदेशालय के अधीन नियमिति कार्यालयों को जिनके कर्मचारी शृङ्खल के हित्रों का कार्यसाधक ज्ञान प्राप्त कर नियम है, अधिसूचित करनी है—

स्वास्थ्य और परिवार कल्याण मंत्रालय के अधीन कार्यालय
1. परिवार कल्याण प्रशिक्षण तथा अनुसंधान केन्द्र, बम्बई।
2. इंडियन मेडिसिन फारमस्यूटिकल कॉर्पोरेशन मोहाली, उत्तर प्रदेश।

स्वास्थ्य सेवा महानिदेशालय के अधीन कार्यालय
1. अंत्रीय कृष्ण प्रशिक्षण एवं अनुसंधान संस्थान, लालपुर, रायपुर (मध्य प्रदेश)।
2. लेटी रेडिंग एल्प स्कूल, विल्सो।
3. अटारी ग्रीन संग्रहालय, अमृतसर।
4. पत्तन स्वास्थ्य संगठन, कोचीन।
5. पोत चत्तन स्वास्थ्य संगठन बम्बई।

[सं. ई. 11012/1/85-रा. भा. कार्य.]
एस. के. सुधाकर, संयुक्त सचिव

New Delhi, the 25th November, 1985

S.O. 5525.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official purposes of the Union) Rule, 1976, the Central Government hereby notifies the following offices under the administration control of Ministry of Health and Family Welfare and Directorate General of Health Services, the staff whereof have acquired the working knowledge of Hindi—

Subordinate Office/undertakings under the Ministry

1. Family Welfare Training and Research Centre, Bombay,
2. Indian Medicine Pharmaceutical Corporation Ltd., Mohan, U.P.

Subordinate Offices under the Directorate General of Health Services, New Delhi.

1. Regional Leprosy Teaching and Research Institute, Lalpur, Raipur (M.P.).
2. Lady Reading Health School, New Delhi.
3. Atari Border Quarantine, Amritsar.
4. Port Health Organisation, Cochin.
5. Port Health Organisation, Bombay.

[No. E-11012/1/85-OLI]

S. K. SUDHAKAR, Jr. Secy.

पेडोलियम और प्राकृतिक गंत संचालय

नई चिल्डी, 10 नवम्बर, 1985

का. आ. 5526.—ऐसा ज्ञानोग्य विकास अधिनियम, 1974 (1974 का 47) की बाया 3, उपबाया (3) के अंत (ग) बाया प्रदत्त शब्दियों का प्रयोग करते हुए उर्जा मंत्रालय (पेडोलियम विभाग) की दिनांक 15 सितम्बर, 1983 की अधिसूचना संदर्भ का. आ. 3680 से आंशिक रूप से संशोधन करते हुए, केन्द्रीय सरकार एतद्वाया श्री एस. के. नाथक, निवेशक (रिफाइनरीज व पाइपलाइन) इंडियन बैंग्यल कॉर्पोरेशन लि. को तिल चिल्डी में संलग्न उपकरणों का प्रतिनिधित्व करने के लिये, तत्काल प्रधानी तारीख से श्री 2 वर्षों से अनधिक अवधि के लिये, श्री के. के. कल्होड़ा के स्वाम वर, तेम विकास बोर्ड के सचिव के रूप में नियुक्त करती है।

[संघमा 7/9/85-वित्-II]

मा. कुमारस्वामी, निवेशक (वित्)

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 19th November, 1985

S.O. 5526.—In exercise of the powers conferred by clause (d) of Sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974) and in partial modification of the Government of India in the Ministry of Energy (Department of Petroleum) Notification No. S.O. 3689 dated 15th September, 1983, the Central Government hereby appoints, with immediate effect, and for a period not exceeding two years, Shri S. K. Nayak, Director (Refineries & Pipelines), Indian Oil Corporation Ltd., as Member of the Oil Industry Development Board to represent the corporations engaged in the Oil Industry, vice Shri K. K. Malhotra.

[No. 7/9/85-Fin. II]

M. KUMARASWAMI, Director (Finance)

परमाणु ऊर्जा मंत्रालय

नई दिल्ली 20 सप्तम्बर, 1985

का. आ. 5527.—केन्द्रीय सरकार परमाणु ऊर्जा विभाग के एक संघटक यूनिट तारापुर परमाणु बिजलीघर, तारापुर को, जिसके 80 उत्तमता से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में अधिसूचित करती है।

[संध्या 6/5/82-हिन्दी]
शैलेन्द्र पांडेय, उत्तर सचिव

DEPARTMENT OF ATOMIC ENERGY

New Delhi, the 20th November, 1985

S.O. 5527.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Tarapur Atomic Power Station, Tarapur, a constituent Unit of the Department of Atomic Energy, more than 80 per cent staff whereof has acquired a working knowledge of Hindi.

[No. 6/5/82-Hindi]

SHAILENDRA PANDEY, Dy. Secy.

कृषि भंगालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 19 मित्रम्बर, 1985

का. आ. 5528.—बहुराज्य सहकारी सोसाइटी (रजिस्ट्रीकरण, सहायता, नियोग और प्रबंध, विवादों का निपटारा अधीन और पुनरीक्षण) नियम, 1985 के नियम 35 के प्रत्युत्तरण में, केन्द्रीय सरकार राष्ट्रीय सहकारिता सोसाइटी चयन समिति का गठन करती है जिसमें निम्नलिखित व्यक्ति होंगे:—

- (1) सचिव,
भारत सरकार,
कृषि और सहकारिता विभाग ——प्रध्यक्ष
- (2) अपर सचिव,
भारत सरकार,
कृषि और सहकारिता विभाग,
जो सहकारिता का भारतीयक हो ——सचिव
- (3) श्री कमलुर्हान अद्दमद,
सचिव,
भारतीय राष्ट्रीय कृषि सहकारी
विपर्ण संघ रिफिटेट (नेफेंड) ——सदस्य

| | |
|---|------------|
| (4) श्री एम. एम. निसोदिया, प्रध्यक्ष, शहरी सहकारी बैंक नथा कृष्ण समितियों का राष्ट्रीय संघ, नई दिल्ली—सदस्य | |
| (5) श्री धार. एन. हल्दीपुर, निदेशक, राष्ट्रीय प्रबंध मंत्रालय, भारत | सदस्य |
| (6) प्रबंध निदेशक, राष्ट्रीय सहकारिता विकास नियम, नई दिल्ली । | सदस्य |
| (7) सहकारी सोसाइटियों का केन्द्रीय रजिस्ट्रार— [स. ए. 11012/4/85-एल. एड एम.] के. एन. अर्धनारीश्वरन, अपर सचिव | सदस्य-सचिव |

MINISTRY OF AGRICULTURE

Department of Agriculture & Cooperation)

New Delhi, the 19th November, 1985

S.O. 5528.—In pursuance of Rule 35 of the Multi-state Cooperative Societies (Registration, Membership, Direction and Management, Settlement of Disputes, Appeals and Revision) Rules, 1985, the Central Government hereby constitutes the National Cooperative Societies Selection Committee consisting of the following persons:—

| | |
|--|------------------|
| (1) Secretary to the Government of India, Department of Agriculture & Cooperation. | Chairman |
| (2) Additional Secretary to the Government of India, Department of Agriculture and Cooperation dealing with cooperation | Member |
| (3) Shri Kamaluddin Ahmed Chairman, National Agricultural Cooperative Marketing Federation of India Limited (NAFED), New Delhi | Member |
| (4) Shri S.S. Sisodia, President, National Federation of Urban Cooperative Banks & Credit Societies, New Delhi | Member |
| (5) Shri R.N. Haldipur Director, Institute of Rural Management, Agra | Member |
| (6) Managing Director, National Co-operative Development Corporation New Delhi | Member |
| (7) The Central Registrar of Cooperative Societies | Member-Secretary |

[No. L-11012/4/85-L & M]
K.N. ARDHANAREESWARAN, Addl. Secy.

कृषि और सहकारी विभाग

नई दिल्ली, 11 अक्टूबर, 1985

का. आ. 5529.—सो. सो. एम. (अत्यधीय सेवा) नियम, 1965 के नियम 5 के उप-नियम (1) के अनुसार, मैं, श्री. श्री. तुआ, कृषि और अस्थीण विकास मंत्रालय के कृषि और सहकारी विभाग में अवार सचिव, श्री चरणजीत सिंह, चपरासी, को सूचित करता हूँ कि इस सूचना के सरकारी राजपत्र में प्रकाशित होने की तिथि से एक माह की अवधि समाप्त होने की तिथि से उसकी मेवारों को ममात्त समझा जायेगा।

[मर्या 7-743/83-स्थाना-6]

श्री. सी. दुभा, अवार सचिव

(Department of Agriculture & Cooperation)

New Delhi, the 11th October, 1985

S.O. 5529.—In pursuance of Sub-rule (1) of Rule 5 of the C.C.S. (Temporary Service) Rules 1965, I, B. C. Dua Under Secretary in the Ministry of Agriculture & Rural Development hereby give notice to Shri Charanjit Singh, Peon, that his services shall stand terminated with effect from the date of expiry of a period of one month from the date on which this notice is published in the Official Gazette.

[No. 7-743/83-E.VI]

B. C. DUA, Under Secy.

दिल्ली विकास प्राधिकरण

(मर्ये एंड सेंटरमैट यूनिट-1)

नई दिल्ली, 18 नवम्बर, 1985

का. आ. 5530.—दिल्ली विकास प्राधिनियम, 1957 (1957 का 61) की धारा 22 की उपधारा (4) के उपर्योग के अनुसरण में दिल्ली विकास प्राधिकरण ने नीचे लिखी अनुसूची में उल्लिखित भूमि प्राप्त अन्तर्मुख निकोमार प्रशासन को गैर स्वानुसार हैतु हस्तान्तरित करने के लिये

भूमि एवं विकास कार्यालय नियमि, श्री आनन्द मंत्रालय, भारत सरकार, नई दिल्ली के नियमान पर देने हेतु केन्द्रीय सरकार के नियमान पर सौदा दी है :—

अनुसूची

0.50 एकड़ (लगभग) भाग का भूमि खण्ड जो चाणकापुरी मिति है, जिसका प्लाट न स्थान-45 है और जो अधिसूचना स 1810 दिनांक 20-7-74 का आशिक भाग है :—

उपर्युक्त भूमि खण्ड की सीमाएं निम्नलिखित हैं :—

उत्तर में :—नई दिल्ली नगर पालिका नियमान केन्द्र

दक्षिण में :—रेलवे सीमा

पूर्व में :—विनय मार्ग

पश्चिम में :—सड़क

[स. एम. एण्ड एस. 33(2)/85-एस. आ. (1) 491]

एम. पी. जैन, सचिव

DELHI DEVELOPMENT AUTHORITY

(Survey and Settlement Unit I)

New Delhi, the 18th November, 1985

S.O. 5530.—In pursuance of the provisions of Sub-section (4) of Section 22 of the Delhi Development Act, 1957 (61 of 1957), the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land & Development Office, Ministry of Works & Housing, Govt. of India, New Delhi, for further transfer to the Andaman and Nicobar Administration for construction of their Guest House.

SCHEDE

Piece of land measuring 0.50 acres (about—situated in Chandayapuri bearing file No. 45 partly Notification No. S.O. 1810 dated 20-7-74.

The above piece of land is bounded as follows:—

| | |
|--------|--------------------------|
| North: | N.D.M.C. Shopping Centre |
| South: | Railway Boundary |
| East: | Vinay Marg |
| West: | Road. |

[No. S & S 33(2)/85] ASO(I)|491]

M. P. JAIN, Secy.

शहरी विकास मंत्रालय

(संपदा निदेशालय)

नई दिल्ली, 13 नवम्बर, 1985

का. आ. 5531.—केन्द्रीय सरकार, सरकारी स्थान (प्राधिकारीयों की वेदाली) अधिनियम, 1971 (1971 का 40) की धारा 11 के (2) के अनुसरण में नीचे लिखी अनुसूची में उल्लिखित भूमि प्राप्त अन्तर्मुख जानकारी देने या उस अवित को गिरावार करने के लिये परिवार करेंगे :—

सारणी

समूह 'क' अधिकारी का पदनाम

1

(1) भारत सरकार के मोरोंदोही, नामिक, फरीदाबाद, इलीगढ़, कोपान्दूर, कोराटा, रिंग रोड, नई दिल्ली स्थित मुद्रणालयों के और भारत सरकार के मैसूर भूवनेश्वर और चंडीगढ़ स्थित पाठ्य प्रूस्क मुद्रणालयों के प्रबन्धक।

(2) संकरे प्रबन्धक, भारत सरकार मुद्रणालय (प्रस्तुप एकक) संतरागाढ़ी, हावड़ा।

सरकारी स्थानों के प्रवर्ग

2

क्रमांक: नालोडेहा, नासिक, फरीदाबाद, अशोगढ़, कोपान्दूर, कोराटा, रिंग रोड, नई दिल्ली स्थित भारत सरकार के मुद्रणालयों और मैसूर भूवनेश्वर और अष्टीगढ़ स्थित भारत सरकार के पाठ्य-प्रस्तुप मुद्रणालयों के स्थान या उसके द्वारा या उसकी ओर से पृष्ठे पर लिए गए या अधिगृहीत किए गए स्थान।

भारत सरकार मुद्रणालय (प्रस्तुप एकक), संतरागाढ़ी हावड़ा के स्थान या उसके द्वारा या उसकी ओर से पृष्ठे पर लिए गए स्थान।

(1)

(2)

| | |
|--|--|
| (3) महा प्रदेशक, भारत सरकार मुद्रणालय, मिन्टो रोड, नई दिल्ली | भारत सरकार मुद्रणालय, मिन्टो रोड, नई विल्ली के स्थान या उसके छारा या उसकी ओर से पट्टे पर लिए गए या अधिगृहीत किए गए स्थान। |
| (4) उप भूमि और विकास अधिकारी, नई दिल्ली | भूमि और विकास कार्यालय, नई विल्ली के स्थान या उसके छारा या उसकी ओर से पट्टे पर लिए गए या अधिगृहीत किए गए स्थान। |
| (5) इंजीनियर, अधिकारी, भूमि और विकास कार्यालय, नई दिल्ली | भूमि और विकास कार्यालय, नई विल्ली के स्थान या उसके छारा या उसकी ओर से पट्टे पर लिए गए या अधिगृहीत किए गए स्थान। |
| (6) (i) संपदा निदेशक, (ii) अपर संपदा निदेशक, (iii) उप संपदा निदेशक, नई विल्ली। | शहरी विकास मंत्रालय (संपदा निदेशालय), उके नई विल्ली/विल्ली स्थित स्थान मुम्बई, कलकत्ता, मद्रास, शिमला, कर्नाटक, नाश्पत, चंडीगढ़ और गाजियाबाद स्थित मध्य स्थान या उसके हारा या उसके ओर से पट्टे पर लिए गए या अधिगृहीत किए गए स्थान। |
| (7) अधीक्षण इंजीनियर, बंगलौर, केन्द्रीय मंडल केन्द्रीय लोक निर्माण विभाग, बंगलौर। | शहरी विकास मंत्रालय (संपदा निदेशालय) के बंगलौर स्थित स्थान या उसके हारा या उसकी ओर से पट्टे पर लिए गए या अधिगृहीत किए गए स्थान। |
| (8) कार्यपालक इंजीनियर, इन्डॉर, केन्द्रीय मंडल केन्द्रीय लोक निर्माण विभाग, इंदौर। | शहरी विकास मंत्रालय (नंपदा निदेशालय) के इंदौर स्थित स्थान या उसके हारा या उसकी ओर से पट्टे पर लिए गए या अधिगृहीत किए गए स्थान। |

[फा. सं. 21011/3/82-नीति-4]

बी.एस. रमान, उप संपदा निदेशक

MINISTRY OF URBAN DEVELOPMENT

(Directorate of Estates)

New Delhi, the 13th November, 1985

S.O. 5531—In pursuance of section 11A(2) (a) of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the Table below being Group 'A' gazetted officers of the Central Government who would furnish information or make complaints for the arrest of a person in the case of an offence under section 11 of the aforesaid Act in relation to the public premises specified in column (2) of the said table :—

TABLE

| Designation of Group 'A' Officer | Categories of the public premises. |
|---|---|
| | 1 |
| (1) Managers of Government of India Presses at Nilokheri Nasik., Faridabad, Aligarh, Coimbatore, Koratty, Ring Road, New Delhi and Government of India Text Book Presses, Mysore, Bhubaneswar and Chandigarh. | Premises belonging to or taken on lease or requisitioned by or on behalf of Government of India Presses respectively at Nilokheri, Nasik, Faridabad, Aligarh, Coimbatore, Koratty, Ring Road, New Delhi and Government of India Text Book Presses Mysore, Bhubaneswar and Chandigarh. |
| (2) Works Manager, Government of India Press (Forms Unit), Santragachi, Howrah. | Premises belonging to or taken on lease or requisitioned by or on behalf of Government of India Press (Forms Unit), Santragachi, Howrah. |
| (3) General Manager, Government of India Press, Minto Road, New Delhi. | Premises belonging to or taken on lease or requisitioned by or on behalf of Government of India Press, Minto Road, New Delhi. |
| (4) Deputy Land and Development Officer, New Delhi. | Premises belonging to or taken on lease or requisitioned by or on behalf of Land and Development Office, New Delhi. |
| (5) Engineer, Officer Land and Development Office, New Delhi. | Premises belonging to or taken on lease or requisitioned by or on behalf of Land and Development Office, New Delhi. |
| (6) (i) Director of Estate (ii) Additional Director of Estates. (iii) Deputy Directorates of Estates, New Delhi. | All premises belonging to or taken on lease or requisitioned by or on behalf of Ministry of Urban Development (Directorate of Estates) in New Delhi/Delhi and at Bombay, Calcutta, Madras, Simla, Faridabad, Nagpur, Chandigarh, and Ghaziabad. |
| (7) Superintending Engineer, Bangalore Central Circle, Central Works, Department, Bangalore. | Premises belonging to or taken on lease or requisitioned by or on behalf of Ministry of Urban Development (Directorate of Estates) at Bangalore, of Estates) at Indore. |

भारत सरकार

नई दिल्ली, 21 नवम्बर, 1985

का. ग्रा. 5532.—श्रीधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, भारतीय स्टेट बैंक, नागपुर के प्रबंधनतंत्र में संबद्ध नियोजकों और उनके कर्मकारों के भीज, अनुबंध में निहित श्रीधोगिक विवाद में केन्द्रीय सरकार श्रीधोगिक अधिकरण, नं. 2, घंटाई के पंचाट को प्रकाशित करती है।

MINISTRY OF LABOUR

New Delhi, the 21st November, 1985

S.O. 5532.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India, Nagpur and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/44 of 1985

PARTIES :

Employers in relation to the management of State Bank of India.

AND
Their workmen.

APPEARANCES :

For the Employers—Shri Amar Ramani, Asstt. Law Officer.

For the Workmen—Shri S. D. Phadke, President, SBI and SB Employees' Union.

INDUSTRY : Banking. STATE : Maharashtra.
Bombay, the 3rd October, 1985

AWARD

By their order No. L-12012/221/84-D.II(A) dated 20-5-1985 the following disputes has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of State Bank of India, Regional Office, Region II, Nagpur in terminating the services of Shri R. S. Katole, Waterman-cum-Messenger Koradi Branch w.e.f. 27-5-83 is justified? If not, to what relief the workman is entitled?"

2. The termination of services of Shri R. S. Katole, Waterman-cum-Messenger posted at Koradi Branch with effect from 27-5-1983 has given rise to the present dispute.

3. The contention of the workman is that he was in the service of the Bank from 1979 on 1/3rd scale of wages as part-time Waterman doing duties for 13 hours a week and was confirmed in the said post within six months from the date of appointment. From 19-10-1982, it is alleged, his working hours were enhanced to 19 hours a week and salary became payable at 1/2 scale of pay payable to the members of sub-staff and was to be on probation from 28-8-1982 for six months and posted at Koradi. The probation period was extended by three months and ultimately his services were terminated by order dated 27-5-1983. The workman complains that this action of termination by the Bank is arbitrary, mala fide and therefore illegal. In the first place because no domestic enquiry was held, secondly because the alleged misconduct amounted to minor one and could never have resulted in termination, thirdly the Manager who issued the notice against the workman was prejudice against the workman and fourthly though he was a part-time waterman on 1/3rd salary, he would be entitled to the benefits of whole time employee and therefore entitled to privilege leave and sick leave, which fact escaped the attention of the management. It is therefore urged that the order of termination is colourable exercise of power and in fact amounts to an order of punishment by way of dismissal for the alleged misconduct and therefore unjustified particularly when no domestic enquiry was held.

4. The contention of the management is that the workman who was a part-time Waterman on 1/3rd scale of wages from 5-2-1979 was re-designated as Waterman-cum-Messenger and was posted at Kowadi Branch on six months' probation with effect from 28-8-1982 and his duty hours were enhanced from 13 to 19 hours per week, and on 1/2 scale of salary and his probation period was to commence from 28-8-1982. However, it was noticed that he was in the habit of absenting frequently and was required to be given warning both oral and writing but without any improvement and the casual attitude of the workman was affecting the Bank's working. Because of his unsatisfactory performance from 28-2-1983 the probation period was extended by three months but even during the extended period there was no improvement and therefore the Bank had no other alternative but to terminate the services with effect from 27-5-83, when it is stated, he was paid three months salary and allowance amounting to Rs. 916.65 and was also paid retrenchment compensation of Rs. 704.64 in compliance with the provisions of Section 25F of the Industrial Disputes Act.

5. On the above pleadings the following issues arise for determination and my findings thereon are :—

ISSUES

FINDINGS

1. What is the effect of workman's service as a part-time workman with effect from 5-2-1979 on the rights of respective parties. He cannot be treated merely as a Probationer.
2. Whether the Bank has right to terminate the services during the extended period of probation? No, because he had earlier service to his credit.
3. Whether the said termination amounts to by way of punishment? Yes.
4. If yes, whether the Bank had rights to sever the relationship without following the procedure for disciplinary action ? No
5. Whether the termination by three months notice and payment of wages/allowances was legal and valid ? No
6. Was the said action of management justified ? No
7. If not to what relief the workman is entitled ? } As p.r. award.
8. What award

REASONS

6. The facts as averred by the parties are not in dispute. It is an admitted fact that the workman formerly served as a part-time Waterman at 1/3rd scale of pay from 5-2-79 and then was appointed as Waterman-cum-Messenger on 28-8-1982 and was placed on probation for six months which period was required to be extended further by three months on account of unsatisfactory performance during the period of probation, from 22-2-1983 and during this extended period the service came to be terminated. Now, as is alleged, during the period of probation his performance was found to be unsatisfactory, and had there been no earlier period of service as Waterman on 1/3rd scale of pay there would not have been any difficulty in upholding the termination particularly when all the requirements of Section 25F of the Industrial Disputes Act are admittedly complied with. However, there is an additional factor to be considered namely that the workman was employed as a Waterman from 5-2-1979 and there is great force in the contention of the workman that after six months he shall be deemed to have been confirmed, the statement not challenged by the Bank. Therefore when such a permanent workman who I am told was even entitled to contribute to the Provident Fund, a facility only available to permanent workman, was to be discharged that too for unsatisfactory performance, the action required prior domestic enquiry giving opportunity to the workmen to meet the

charge and on receipt of the findings the Bank could have ordered the punishment. The termination in the case of workman, on the facts as alleged, is nothing but punishment particularly when the termination of the services of the workman was required to be by way of discharge and therefore mere compliance of Section 25F of the Act was not sufficient because it was not a simple termination of service but by way of punishment amounting to dismissal. The Bank having not resorted to the proper procedure before passing the order, the termination is unjustified and illegal and the workman is entitled to the relief of reinstatement as part-time Waterman in 1/3rd scale of pay.

7. No relief would have been available had it been a simple case of termination of Probationer but the workman having earlier service to his credit and the post of Waterman-cum-Messenger being by way of promotion at best he could have been demoted but there could not have been any termination straight away as is done by the Bank.

8. The result is that the workman is ordered to be reinstated as Part-time Waterman in 1/3rd scale of wages. Any amount paid to the workman by way of three months salary and allowance, retrenchment compensation etc. shall be adjusted towards the dues payable during the period of order of termination till reinstatement and the balance would be payable to him. Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. L-12012/221/84-D.II(A)]

का. आ. 5533.—श्रीधोगिक विवाद प्रधानियम, 1947 (1947) का 14 की धारा 17 के अनुमति में केन्द्रीय सरकार, रिजर्व बैंक ऑफ इंडिया, बम्बई, के प्रबंधतात्र से संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुसंध में तिरिच्छ श्रीधोगिक विवाद में केन्द्रीय सरकार श्रीधोगिक प्रधान करण, नं. 2, बम्बई के पास को प्रकाशित करती है।

S.O. 5533.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Reserve Bank of India, Bombay and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/47 of 1985

PARTIES:

Employers in relation to the management of Reserve Bank of India.

Their Workmen.

APPEARANCES:

For the Employers—Shri S. S. Hegde, Legal Officer.

For the Workmen—Shri P. C. Marpakkwar, Advocate.

INDUSTRY: Banking.

STATE: Maharashtra.

Bombay, the 1st October, 1985

AWARD

By order No. L-12012/250/84-D.II(A) dated 28-5-1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act:—

"Whether the action of the management of Reserve Bank of India Nagpur in stopping two increments of Shri D. B. Pendore, Liftman with effect from 30-7-1983 is justified? If not, to what relief is the workman concerned entitled?"

2. Since the punishment awarded is stopping of two increments, Section 11A is not attracted, yet as the order of reference requires it to be determined whether the action of the management is justified issues as framed excepting the question of punishment will have to be decided.

3. Under the Scheme of Leave Fare Concession, the workman who is in the service of the Reserve Bank of India serving as a Liftman, on 19-5-1981 submitted an application for advance towards the said concession namely Rs. 1000. He wanted to travel with his family including dependant parents and the place of visit was Kinwa (Andhra Pradesh). He had stated the date of outward journey as 27-5-1981 and probable inward journey on 3-6-1981. On 23-5-1981 the workman executed an undertaking whereby he undertook that in case the journey was postponed or the journey was abandoned altogether the advance availed of will be refunded immediately. He also undertook that in case the advance paid to him was subsequently refunded or required to be recovered on account of failure to comply with the requirements of the Bank, the decision of the Bank in this regard will be final and binding on him. On receipt of this undertaking on the very day i.e. 23-5-1981 the advance was sanctioned and paid to the workman.

4. Since the probable date of inward journey was stated to be 3-6-1981, by letter of 4-8-1981 the workman was asked to submit the relative Leave Fare Concession Bill if his family and dependant parents have completed their journey. He was also told that in case the family has not completed the journey he should intimate the actual date of commencement of journey and the probable date by which they were likely to return to the headquarters. Lastly he was told that he should submit the relative Leave Fare Concession Bill supported by money receipts etc. within one month from the date of completion of return journey failing which the Leave Fare Concession is likely to be rejected by the Bank. In reply to this letter the workman informed on 1-9-1981 that his parents had not returned so far to Nagpur and gave assurance that as soon as they reach Nagpur necessary L.F.C. bill will be submitted forthwith. Before that on 19-8-1981 because no reply was received a reminder was issued by the Bank.

5. On 10-12-1981 the workman repaid a sum of Rs. 500 being unspent amount out of the advance of Rs. 1000 taken by him. The reason stated for the refund was "travelled less distance". In the same communication he informed the Bank that his family members, father, and mother had returned to Nagpur on 8-12-1981. This was followed by bill dated 28-12-1981 submitted by the workman wherein in col. No. 10 he had mentioned the date on which the inward journey was completed as 8-12-1981 as already indicated by him on 10-12-1981 while refunding the unspent advance.

6. By letter dated 25-1-1982 the workman was asked to intimate the actual date on which his wife, children and dependant parents returned to Nagpur from Kinwa and in reply to this letter for the first time on 4-2-1982 the workman intimated the actual date of return journey as 31-5-1981. In the same letter he stated that in a hurry and confusion the date of return journey was stated differently and on that date his father return from Gondia.

7. Being not satisfied with the reply, a chargesheet was issued against the workman on 10-4-1982 indicating the workman under Regulation 47 on three counts namely (1) violated Regulation No. 32 by his failure to reply to the Bank's communications, (2) wilfully furnishing false information regarding inward journey of his wife, children and dependant parents and (3) unauthorisedly retained the amount of advance in contravention of the undertaking dated 23-5-81.

8. During the course of enquiry the Bank examined a sole witness namely A. L. Hitnaware, Staff Officer Grade 'A' and closed the evidence. So far as the defence was concerned in a query made by the Enquiry Officer the reply was that they did not want to examine any witness. Now during the course of cross-examination of the Bank witness a question was put referring to paragraph 6 of the Chargesheet as to how he came to know about the information stated therein to which the presenting officer on behalf of the Bank raised an objection and the finding noted by the Enquiry Officer was that the witness was not connected with the particular position and therefore the defence representative should cross-examine the witness only to the area to which he gave evidence. During the trial the defence had asked for the production of Advance Register when again the ruling was that the defence should reuse the entry relating to the present case and in support of the demand then the defence

representative stated that he was not interested in particular entry but wanted to see the entries from a particular date to a particular date to see the number of such delayed cases and whether all are treated at par. The Enquiry Officer gave the ruling that it was not possible for the Bank to produce the record for the perusal of the defence. The record shows that in the midst of the enquiry an attempt was made by the workman to seek transfer of the case from the Enquiry Officer but he failed in the same, the Bank authorities having declined to make any such change.

9. Ultimately on hearing the representative of both the parties the Enquiry Officer concluded enquiry against the workman, held the charges established and submitted his report on 7-4-1983, on receipt of which the competent authority on going through the enquiry report agreed with the findings and issued notice to show cause why the penalty of stopping increment should not be imposed to which notice a detailed reply was given on 14-6-1983. The Competent authority however, stated that he has given careful consideration to the submissions of the workman, but found no justification to modify the proposed penalty and he further stated that the scope of the second enquiry is limited to the quantum of punishment and it was not open to the employee to canvass the findings in regard to the charges and passed the order thereby the substantive pay of the workman was reduced by two stages and this shall have the effect of postponing his future increments which order ultimately has given rise to the present reference.

10. In the statement of claim at Ex. 3jW it is contended that no reasonable opportunity was given to the workman during the enquiry and that the findings arrived at are perverse. It is stated that the denial of the opportunity to peruse the Advance Register hampered the defence considerably. It is however stated that the restriction put during cross-examination in not allowing to put certain questions to the witness also acted against the interest of the workman. It is then stated that the appeal to the Governor was wrongfully withheld. Then it is stated that the workman has been doubly punished for the same act in the sense Leave Fare Concession Bill has been rejected and advanced recovered and also the increments have been stopped and salary reduced.

11. Against this there is the written statement of the management where besides raising preliminary objection that the reference is not tenable since the punishment is not that of dismissal, it is stated that the enquiry was fair and proper and full opportunity was given to the defence to defend the workman and that the order of punishment was also legally passed.

12. On the above pleadings the following issues arise for determination and the findings thereon are:—

| ISSUES | FINDINGS |
|---|-----------------------------------|
| 1. Whether the principles of natural justice have been violated during the enquiry ? | No |
| 2. Was a proper opportunity afforded to defence during the course of enquiry ? | Cannot be said to have been given |
| 3. If yes whether the enquiry was violated ? | No |
| 4. Can this Tribunal go into the question of punishment, in view of the fact that only two increments have been stopped ? | No |
| 5. Was the action of the Reserve Bank of India in awarding the said punishment justified ? | Yes |
| 6. If not to what relief the workman is entitled ? | Nil |
| What award ? | As per award. |

REASONS

13. In para 2(iv) of the chargesheet it was stated that in his bil dated 28-12-1981 the outward journey commenced on 28-5-1981 and that the members of his family returned to Nagpur on 8-12-1981. It is further stated that from the available record of the Bank Dispensary at Amraoti Road Nagpur the family members had been treated during the period 28-5-1981 and 8-12-1981. A question was therefore put and had it been the case of the Bank that the information subsequently given namely that the family members returned on 31-5-1981 was false certainly the material showing the persons at Nagpur from 28-5-1981 be relevant but I find from the record that the Bank's case is that the earlier information that the family members and dependent parents returned on 8-12-1981 was false and this fact stands admitted by the workman who changed the date from 8-12-81 to 31-5-1981 at the time he submitted a letter on 4-2-1982 and requested to change the date accordingly.

14. The record shows that in the application towards Leave Fare Concession the probable date of outward journey was stated as 7-5-1981 while inward journey date was that of 3-6-1981. This was submitted on 19-5-1981. On 23-5-1981 when the advance as prayed for was sanctioned the workman had given an undertaking that in case the journey is postponed or advanced beyond two weeks or abandoned he shall refund immediately the amount of advance.

15. On 4-8-1981 the workman was told to submit the Leave Fare Concession Bill if his family and dependant parents had completed the return journey and if not, he should intimate the actual date of commencement of outward journey and the probable date when they are likely to return to headquarters. By the same letter he was also told that he should submit the relative Leave Fare Concession Bill supported by money receipts etc. within one month from the date of completion of family members' return journey failing which his claim under Leave Fare Concession was liable to be rejected by the Bank. To this the workman replied on 1-9-1981 saying that his parents have not so far returned to Nagpur and as soon as they reach Nagpur he will be submitting the bill. On 10-12-1981 the workman refunded a sum of Rs. 500 out of the advance drawn by him and stated on that occasion that his family members (father) mother had returned to Nagpur on 8-12-1981 and this was followed by Leave Fare Concession Bill dated 28-12-1981 where again in column No. 10 i.e. the date on which the inward journey commenced stated was 8-12-1981 as stated by the employee on 10-12-1981 while refunding the advance.

16. On 25-1-1982 a letter was addressed to the workman asking him to intimate the actual date on which his wife, children and dependent parents returned to Nagpur from Kinwat and in reply to this letter for the first time the workman replied that the actual date on which his wife, children and dependent parents returned from Kinwat was 31-5-1981.

17. From this material which admittedly passed from the workman to the Bank, it is evident that his initial contention that his parents returned to Nagpur on 8-12-1981 was false. It is also evident as seen from the Bank's Memo, dated 4-8-1981 that the workman failed to submit the Leave Fare Concession Bill within one month from the date of his family members' return journey, if his contention is that they had returned in the month of May, 1981, though he was cautioned that his failure to submit the bill within one month it was liable to be rejected by the Bank. In all probability on receipt of the letter dated 25-1-1982 the workman who was all along asserting that his family members returned on 8-12-1981 must have suspected that something was a miss and in all probability on making the enquiry must have changed the date from 8-12-1981 to 31-5-1981 as the date of inward journey. It is not the case of the Bank that family members did not return on 31-5-1981 or that the date was false and therefore there was no question of any production of dispensary record, and if it was so, if the enquiry officer did not allow the question in this regard no prejudice can be said to have caused. While trying to vitiate the enquiry it is not only the duty of the workman to point out the defects in the enquiry but it is also his duty to point out how the prejudice was caused vitiating the same.

18. The Enquiry Officer who initially was prepared to allow the workman to peruse the Advance Register vide letter dated 3-9-1982, during the cross examination restricted to the perusal of the entry relating to the case. Now from the arguments advanced by the defence representative it is seen that he wanted to peruse the Advance Register for the purpose of comparing such cases and checking the treatment meted out to defaulting workmen and therefore the Enquiry Officer did not allow the workmen. Now whether the misconduct was established or not was the question before the Enquiry Officer and not how the defaulting workmen were dealt with. If therefore the perusal was denied, here again no prejudice could be said to have been caused. To say that a particular misconduct is established is one thing and to say that the punishment even on proof of misconduct should either be lenient or should not be imposed is another thing because the latter is within the powers of the competent authority and not the Enquiry Officer.

19. I have gone through the Enquiry report and also the facts of the case as revealed by the records to which the workman was a party, I am convinced that initially he had furnished false information, had not submitted the bill within the prescribed time namely within one month, had not responded to the communication from the Bank, and when he was duty bound to return the unspent amount on completion of return journey immediately, he took about seven months for the same.

20. On receipt of the enquiry report and findings dated 7-4-1983 the competent authority namely the Manager on 12-5-1983, on going through those findings, agreed with them and held the charges proved and issued notice to show cause why the penalty should not be imposed to which the workman filed his written statement dated 14-6-1983. The record shows that the competent authority in his order stated that he gave careful consideration to the submission of the workman but he gave no justification to modify the proposed penalty and at the same time observed that the scope of second enquiry was limited to the quantum of punishment and it was not open to the employee to canvass the findings. Assuming that the latter part of the observations are not correct still his observation to have given careful consideration to the submission of the workman and he found no justification to modify the proposed penalty remains. Furthermore as already observed nothing transpired on the oral evidence or any other documents except the documents to which the workman was a party and therefore cannot be allowed to say that the entire proceeding was vitiated.

21. Under Regulation 32 of the Reserve Bank of India (Staff) Regulations, 1948 every employee of the Bank shall conform to and abide by the Regulations and shall observe, comply with and obey all orders and directions which may from time to time be given to him by any person or persons under whose jurisdiction, superintendence or control he may for the time being be placed. Similarly under Regulation 34 every employee shall serve the Bank honestly and faithfully and shall use his utmost endeavours to promote the interest of the Bank and Regulation 47 says that any employee who commits a breach of the Regulations of the Bank or who displays negligence, inefficiency or indolence or who knowingly does anything detrimental to the interests of the Bank or in conflict with its instructions, or who commits a breach of discipline or is guilty of any other act of misconduct is liable to the punishments as stated therein.

22. Here in the beginning the date of return journey was stated falsely though subsequently the same was corrected and it is not anybody's case that the correct date was falsely stated or the members of his family did not return in the month of May, 1981. Consequently if all of them had completed return journey in the month of May, 1981 the workman was duty bound to refund the unspent balance. He was also duty bound to respond to the communications received from the Bank. The workmen during the course of enquiry as well as in his submission to the competent authority expressed certain difficulties and pleaded that he was confused. Assuming that his father had proceeded to Gondia where he fell ill, the workman could never have lost sight of the family members returning to Nagpur in the month of May, 1981. At best he could have stated the date and sought extension of time for submission of the bill on the ground that the money was taken father who

fell ill and he could not refund the unspent money. He did not do so but asserted even on 10-12-1981 that his parents returned on 8-12-1981, but subsequently for one reason or other when the Bank persisted in making enquiries he seems to have realised the consequences and stated the date as 31-5-1981. During the course of enquiry an attempt was made to rely upon a certificate issued by a M.L.A. regarding the authenticity of the date of return journey. As already observed although the family members returned to Nagpur on 31-5-1981, what is stated is that despite their return, false date of return journey was stated and also without authority money was retained till the time the amount was refunded and the balance was recovered. I therefore hold that there is nothing on record to show that the principles of natural justice were violated nor the order passed by the Enquiry Officer prejudiced the workman, though he did put certain restrictions but it would not mean that proper opportunity was denied. The enquiry therefore cannot be said to have been vitiated.

23. Once the enquiry is found to be valid and proper and in view of the punishment which did not attract Section 11A of the Industrial Disputes Act there cannot be any interference by the Tribunal. Furthermore, having regard to the facts of the case even if there is power to interfere I would have never done so. The action of the Bank in awarding the punishment is justified and therefore no relief is possible to the workman.

Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. I-12012/250/84-D-II(A)]

नई दिल्ली, 25 नवम्बर, 1985

का. धा. 5534.—भौद्योगिक विद्यार अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तरण में केन्द्रीय सरकार, मालप्रभा ग्रामीण बैंक, भारतवाह के प्रबंधसंघ से सम्बद्ध नियोजकों द्वारा उनके कमेंटारी के बीच घटुबंध में निविष्ट भौद्योगिक विद्यार में भौद्योगिक अधिकरण, बंगलौर के बाजार को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-11-85 को प्राप्त हुआ था।

New Delhi, the 25th November, 1985

S.O. 5534.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bangalore, as shown in the Annexure in the Industrial dispute between the employers in relation to the Malaprabha Grameena Bank Dharwad, and their workmen, which was received by the Central Government on the 13th November 1985.

BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA
BANGALORE

Dated this the 5th day of November, 1985

PRESENT :

Sri R. Ramakrishna, B.A., B.L., Presiding Officer.
Central Reference No. 2 of 1983

I PARTY

The President, All Bank
Daily Deposit Collectors vs. Malaprabha Grameena Bank
Association, 9, Corporation Mrityunjayanagar,
Building, Broadway, Dharwad.
Hubli-20.

II PARTY

The Chairman,

Malaprabha Grameena Bank
Association, 9, Corporation Mrityunjayanagar,
Building, Broadway, Dharwad.

APPEARANCES :

For the I Party—None present.

For the II Party—Shri P. T. Bhat, General Manager of
II Party.

REFERENCE :

(Government Order No. I-12012/34/82/D-II(A) dated ..
March 1983)

AWARD

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 shortly called Act, has referred the above noted dispute for adjudication as per the Schedule below:—

SCHEDULE

"Whether the action of the management of Malaprabha Gramene Bank in terminating the services of Shri M.I. Desai, Kalpatru Deposit Collector Agent at their Hattimatpur Branch with effect from 6-1-82 is justified? If not to what relief is the workman entitled?"

2. The I Party has contended in his statement that he was appointed on 2-4-80 as Kalpatru Deposit Agent and his duties are to collect the deposit from the depositors from going to the doors of the customers and after collecting the deposits entering the same in a challan meant for that purpose, then remitting the amount to the Bank and receiving his commission. It is further contended he has to deposit the cash security and his work was satisfactory and inspite of this he has been terminated with effect from 6-1-82 which amounts to victimisation and unfair labour practice.

3. He has further contended that his termination amounts to retrenchment with the meaning of Section 2(oo) of the Act and the II Party has not followed the mandatory provisions of Section 25. Hence the termination is null and void and he is entitled to all reliefs including the relief of reinstatement, back wages and continuity of service.

4. The II Party in their counter statement have taken up various contentions and the following facts are relevant for consideration.

It is contended that there is no relationship of master and servant as the I Party is an agent remunerated by commission and not an employee of the Bank. Section 10 of the Banking Regulation Act, 1949 prohibits a Banking Company to employ any person on the basis that he being remunerated by commission as the commission agent is not the employee of the Bank and such as agent is taken to canvass more and more deposits offering him incentive by way of commission. As this scheme is not at all profitable if it is to be executed by employees of the Bank, hence this scheme was made to supplement the income of the commission agent.

5. It is further contended that a commission agent does not fall within the definition of workman as per Sec. 2(s) of the Act and there are Supreme Court rulings that the employee engaged to promote the business or sales of the employer do not fall within the said definition which was approved by the Parliament resulting in an enactment called "The Sales Promotion Employees (Conditions of Service) Act, 1976" which define a sales promotion employee meaning any person by whatever name called employed or engaged in any establishment for hire or reward relating to promotion of sales or business.

6. It is further contended that the I Party has been appointed for this purpose who entered into an agreement and that agreement do not confer any right to claim continuation of agency, any damages of compensation in case of termination of agency and any service benefits which are extended to Bank employees. It is further contended that the I Party who was entitled to take up any other kind of work and was not liable to attend place of the business or fixed number of hours and he was free to choose his own place and time and there was no control over his work to give direction and no attendance register was maintained and there was no pre-condition, such as age, qualification medical test and was also not covered by Employees' Provident Fund and other benefits.

7. It is further contended that during I Party's tenure the Bank had received a complaint from a depositor that the I Party said to have taken money from the customer but not credited to the Bank. On a verification, the Bank found that a prima facie case existed as per the complaint and the I Party accepted the above allegation and also paid back the amount. By this act, the I Party committed a breach of contract and rendered himself liable to summary termination of his agency under clause No. 10 of the Memorandum of

Agreement executed by him. They have further contended Section 2(oo) of the Act is not applicable in case of the I Party and prayed to reject the reference.

8. On the basis of the above pleadings, an additional issue has been framed as follows:—

(1) Whether M.I. Desai is a workman as defined in Section 2(s) of the Industrial Disputes Act and there is relationship of master and servant?

9. The I Party who has to discharge the burden on the additional issue has not chosen to place any material either oral or documentary inspite of several adjournments granted to him. In view of this, the case is posted for the evidence of the II Party and the counsel for the II Party has represented that he has no oral evidence and addressed the argument on the documents produced by him.

10. On going through the pleadings and Memorandum of Agreement executed by the I Party there is absolutely no relationship of master and servant and the relationship that was existed is that of principal and the agent and the I Party has not been governed by any Bank Service Rules and thereby he does not fall within the definition of the workman as defined in Section 2(s) of the Act. In view of the above material, I make the following award:—

AWARD

The reference is rejected. There is no order as to costs.

(Dictated to the Stenographer, transcribed and typed by him and corrected by me).

R. RAMAKRISHNA, Presiding Officer

[No. L-12012/34/82-D.II-A(Pt)]

नव दिल्ली, 29 नवम्बर, 1985

का. आ. 6535.—आईडीयॉगिक विवाद अधिकारियम्, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यनाइटेड बैंक आफ इंडिया के प्रबंधतांत्र संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुशंश में निर्दिष्ट आईडीयॉगिक विवाद में केन्द्रीय सरका आईडीयॉगिक अधिकारण, कानपुर के पंचाट को प्रकारिता करती है, जो केन्द्रीय सरकार को 14 नवम्बर, 1985 को प्राप्त हुआ था।

New Delhi, the 29th November, 1985

S.O. 5535.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the United Bank of India, Kanpur and their workmen, which was received by the Central Government on the 14th November, 1985.

**BEFORE SHRI R. B. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
KANPUR**

Reference No. L-12012/334/81-D.II(A) dt. 9-12-82
Industrial Dispute No. 14 of 1983

In the matter of dispute between

Shri L. S. Awasthi Through The Branch Secretary
United Bank of India Sramik Karmachari Samity
C/o United Bank of India 28/95 Birlana Road,
Kanpur.

AND

The Manager, United Bank of India, 28/95, Birlana Road
Kanpur.

APPEARANCE :

Shri S. C. Mitra—for the Management.
Shri V. N. Sekhari—for the workman.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/334/81-D.II(A) dt. 9-12-82 has referred the following dispute for adjudication:

Whether the action of the management of United Bank of India, Kanpur in stopping of two increments of Shri L. S. Awasthi Typing cum Clerk w.e.f. 16-5-81 by way of punishment is justified / It not to what extent is the workman concerned entitled /

2. It is common ground that the workman Shri L. S. Awasthi is an employee of the management bank and has been working as Clerk cum typist at Birhana Road Branch since 16-5-75. The workman was served with a charge sheet on 18-4-77 for alleged misappropriation of money of the constituent and thus doing an act prejudicial to the interest of the bank and its reputation and involving the bank in financial loss. On which enquiry was held in July 78 and it was finalised in September, 78. The Enquiry officer finding the workman guilty of the charges recommended the stoppage of increments leaving number of stoppage such increments at the discretion of punishing authority. The punishing authority ordered the stoppage of two increments. The workman filed an appeal against the same but the same was rejected, the management had also lodged an F.I.R. with the local police but what transpired thereafter is not known. The workman assails the findings of the enquiry officer on the ground that the same is against the principle of natural justice and against the rules framed for conducting such enquiry. That the report is vague and passed on unproved documents. The appellate authority also rejected the appeal without cogent reasons and lastly that the workman was victimised for trade union activities, thus the enquiry and punishment is illegal and liable to be quashed.

3. The management bank has contested the case on the ground that the management has correctly stopped two increments for the misconduct committed by the workman. According to the management a complaint was lodged by Shri Dinesh Prakash Trivedi to the agent of the bank at its Birhana Road Branch, Kanpur, whereby the complainant had informed the management that the workman was personally involved in withdrawing fraudulently a sum of Rs. 1000 from the account of one customer from the respondent bank by debiting his saving bank account No. 5937 maintained by the management bank on or about 4-11-74. A preliminary investigation was conducted by senior officer of the management bank which revealed that said constituent customer called management branch on 11nd November 74 and produced a withdrawal slip for Rs. 175 date and signed by him from the said account and duly tendered the same to the banks ledger clerk and received the payment of Rs. 175 from the bank. The pass book was also given to the clerk on the counter for passing entries therein. The workman Shri L. S. Awasthi was the ledger keeper on the counter on the said date and did not return the pass book to the customer that day when the customer called on the bank on or about 4th November, 74 for collection of his pass book the workman Shri L. S. Awasthi told him that the same was misplaced and the same was not traceable. He reported about non availability of his pass book to the bank and in reply was told to come of few days later for the same. On 8-11-74 customer Shri Trivedi called on the respondent bank to withdraw Rs. 50 from his saving banks account, he consequently given a withdrawal slip for Rs. 50 and received token No. 35, but the customer was not allowed by the workman Shri Awasthi to withdraw the said amount. Since there was no credit balance as the workman has himself withdrawn Rs. 1000 from his account on 4-11-74. It was on the basis of this enquiry that the workman was served with a charge sheet.

4. Shri J. N. Lee was appointed an Enquiry Officer and made enquiry and after going through the evidence and after hearing the arguments of both side gave his findings. That on prove of a charge the management could have terminated his service but on humanitarian grounds he was given punishment of stoppage of two increments only. The appeal was also dismissed on the ground that his involvement in the case was made out in the enquiry proceedings and hence there was no scope to show any leniency in this regard. In the end it is averred that the reference is belated.

5. During the enquiry proceeding one Shri Ganga Narain Tewari Passing Officer was examined. He admitted that on 4-11-74 he had authenticated the pass book of the customer and after that he signed the pass book and sent back to the ledger keeper. In cross examination he stated that the workman Shri Awasthi told him that Master Sahib has come personally and was in hurry and his withdrawal slip should

be released earlier as it was arrears payment of pay for teachers and there was heavy rush and as Shri Awasthi told him that master sahib had come earlier and wants early release of the withdrawal slip, he released that withdrawal slip without verifying the customers signatures. Shri Chandra Sekhar Sharma MWZ was also examined before the enquiry officer who stated that on 4-11-74 he passed the first enquiry in the payment register and then he took leave from the accountant Shri R. B. Shah for about an 1-1/2 hours and he returned the branch at about 14.45 p.m. and during his temporary absence Shri G. N. Tewari MW 1 was deputed in his place as passing officer by the accountant. He deposed further that on 4-11-74 at about 1 p.m. Shri D. P. Trivedi alongwith another teacher came to him and told him that he was not getting pass book from the ledger keeper since 2-11-74 although he had asked for that from the ledger keeper several times. In enquiry by the ledger keeper Shri Awasthi, he later informed him that the pass book was not traceable although he searched for it. Sri Sharma MW-2 deposed before the enquiry officer that regarding that withdrawal of Rs. 50 without pass book on 8-11-74 Shri D. P. Trivedi alongwith another teacher came to him and told him that he was not getting pass book from the ledger keeper the withdrawal slip duly filled by him, and he allowed the withdrawal slip without pass book. Shri Trivedi then went to the ledger keeper Shri L. S. Awasthi and presented the withdrawal to him. In cross examination Shri Sharma admitted that on 4-11-74 the account holder Shri Trivedi had met him between 1 to 2 p.m. to enquire about his pass book. The management examined one Shri R. K. Basak before the enquiry Officer.

6. The management filed the report of Hand Writing Expert Shri N. Dass Gupta of Calcutta, who has given his opinion that the disputed writing appears some words similar to the writing (question writing) of workman Shri Awasthi. He was never produced to cross examination by the workman. On the otherhand the workman filed hand writing report of Shri M. M. Sen Gupta of Allahabad ext. D-1 who gave his definite opinion that the questioned writings marked were not produced by writers of (S) series which are admitted writing of the workman and he too was not called for cross examination by the management.

7. The report of the enquiry officer dated 12-10-79 shows that after considering the earlier evidence he relied upon the evidence of hand writing expert Shri N. Dass Gupta as conclusive and decisive and he agreed that the signature and writing executed on forged withdrawal form has strong resemblance with the hand writing of workman Shri Awasthi. He does agreed with the view of the hand writing expert whose opinion was filed on behalf of the workman without assigning any reason to rely on the report of the hand writing, without giving an opportunity to the workman and basing his finding on that would not only be illegal but perverse. As the punishment was given on perverse findings of the enquiry officer, the entire enquiry is vitiated and the punishment meted out on the basis of the same has no legs to stand. The result is that the action of the management bank of United Bank Kanpur in stopping of two increments of Shri L. S. Awasthi typing cum clerk w.e.f. 16-5-81 by way of punishment is not justified.

8. I, therefore, hold that the workman is entitled to his two increment as no punishment of stoppage of two increments was not given to him.

9. I, therefore, give my award accordingly.
Dt. 31-10-85.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/334/81-D.II.A]
N. K. VERMA, Desk Officer.

नई दिल्ली, 22 नवम्बर, 1985

का. आ. 5536 --भीषणीय विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अन्तर्राष्ट्रीय सेवा (टेलीफोन) एम पी सर्केल भीषणीय विवाद में नियोजित भीषणीय विवाद में केन्द्रीय सरकार भीषणीय अधिकारण, जबलपुर को पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार की 11 नवम्बर, 1985 को प्रत्यक्ष हुआ था।

New Delhi, the 22nd November, 1985

S.O. 5536.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.P.), as shown in the Annexure, in the industrial dispute between the employers in relation to the management of General Manager, Telephones, M.P. Circle, Bhopal and their workmen, which was received by the Central Government on the 11th November, 1985.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVT, INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(9)|1985

PARTIES :

Employers in relation to the management of General Manager, Telephones, M.P. Circle, Bhopal and their workman Shri Rajmal Jain, Transmission Assistant represented through the Branch Secretary, All India Telegraphs Engineering Employees Union Class III, Indore (M.P.).

APPEARANCES :

For Workman—None.

For Management—Shri D. R. Bodmaghe.

INDUSTRY : Post & Telegraph DISTRICT. Bhopal (M.P.)

AWARD

Dated : October 29, 1985

The Central Government in the Ministry of Labour in exercise of powers conferred under Sec. 10(1)(d)(2A) referred the following dispute, for adjudication, vide its Notification No. L-40012(18)|83-D.II(B) dated 11th January, 1985—

“Whether the action of the General Manager, Telecommunication, Bhopal in placing Sh. Rajmal Jain, Transmission Assistant in the gradation list of 1975, when he was selected for that post in 1974, and should have been placed in the gradation list of 1974, is justified ? If not, to what relief the workman is entitled ?”

2. The case of the workman is that he entered in his Department as a Mechanic in 1968, the designation of which subsequently was changed to Technician. While working as Mechanic the workman appeared in the departmental competitive examinations for the recruitment as Repeater Station Assistant (R.S.A.) in the year 1974 in the grade of Rs. 380-560. The designation of R.S.A. is also changed as Transmission Assistant. The workman qualified in the aforesaid departmental competitive examinations and he was deputed for training on 12-1-1976 which ended on 18-9-1976. On completion of training the workman was appointed as R.S.A. with effect from 19-9-1976. While selecting the workman 14 other persons were also selected along with him. Thus out of all the 15 workmen selected one Shri Jaswant Singh was placed in the gradation list of Transmission Assistant as recruit of 1974 at Sl. No. 160, but the workman has been placed in the gradation list of 1975 at Sl. No. 257 though all of them were ordered to be sent for training at the same time. Hence this dispute and reference for correction of the gradation lists etc.

3. The case of the management is that he was appointed as Technician on 7-4-1968. He appeared at the promotional examination held on 9th and 10th June, 1975. This examination was held to promote lower cadre officials to Cadre of Repeater Station Assistant (now Transmission Assistant) and was for the 50 per cent of the total vacancies against the departmental quota of vacancies for the year 1975. Shri Jaswant Singh was selected against the vacancy for the year 1974 and is senior to the workman.

4. Shri Rajmal Jain was sent on training together with the candidates of 1974 Recruitment Year (Outsiders). In this order some departmental candidates of 1975 recruitments were also sent. The workman is wrongfully making this order a base that he belongs to 1974 Recruitment Year.

5. On the above pleadings of the parties I framed the following issues which with my reasons and findings are as under :—

ISSUES

1. Whether the action of the General Manager, Telecommunication, Bhopal in placing Sh. Rajmal Jain, Transmission Assistant in the gradation list of 1975 when he was selected for that post in 1974, and should have been placed in the gradation list of 1974, is justified ?

2. If not, to what relief the workman entitled ?
Reasons and Findings : On issues Nos 1 & 2

6. The point for consideration is which of the two versions is correct. Parties have only relied on certain documents filed by them. They adduced no oral evidence.

7. In support of his case the workman relied on order for training dated 3-1-1976 and the Circle Gradation list of Transmission Assistant. There is no dispute about the serial Nos. of gradation list of respective parties in the training order relied on by the workman in all 15 persons were sent for training out of which Sl. No. 6 to 15 were departmental candidates including the workman, Shri Rajmal Jain and Sl. No. 3 to 5 were outsiders selected for the training including Shri Jaswant Singh. This order does not lay down the recruitment year of the departmental candidates. In the subject portion of the training order regarding outsiders it has been mentioned 1974 meaning that the outsiders were as against the vacancies for the recruitment year 1974. As for the departmental candidates the order is silent. Thus this training order does not support the contention of the workman.

7. On the other hand, the management has filed extract list of candidates selected for the post of R.S.A. against 1974 vacancies wherein Shri Jaswant Singh is shown to be at Sl. No. 38. The Copy of communication No. 16-9/75 dated 26th November, 1975 from the office of D.G. P&T, New Delhi addressed to G.M. Telegraphs extract has also been filed which is reproduced below :—

“Sub:—Results of the competitive Examination for recruitment to the cadres of RSA, P.O.W.O. and 50 per cent of the vacancies to the cadre of Auto Exchange Assistants against the Departmental quota of vacancies for the year 1975 held on 9th and 19th June, 1975.

Repeater Station Assistants

8. MP-139/75 Rajmal Jain.”
This clearly shows that the competitive examinations were held on 9th and 10th June, 1975 wherein Shri Rajmal Jain was selected as against the 50 per cent of the vacancies against the departmental quota of vacancies for the year 1975.

8. This is further fortified from the fact that as the copy of letter No. ST-03/03/02/9 dated 19-11-75 from the Assistant Director goes to show that earlier the workman had filed representation not against Shri Jaswant Singh but against Shri P. C. Pandit who was a departmental candidate of 1974 year of recruitment having passed departmental examinations held on 26th and 27th April 1974. Shri Rajmal Jain unsuccessful as against Shri P. C. Pandit a departmental candidate having passed examination in the year 1974 against the quota of that year, he shifted his stand and raised this dispute against Shri Jaswant Singh who was not a departmental candidate but a outsider selected and sent for training against the quota of outsiders for the recruitment year 1974. This shows that the stand of the management is correct. The workman having failed to establish his case the issue and the reference are answered as under :—

That the action of the General Manager, Telecommunication, Bhopal in placing Shri Rajmal Jain, Transmission Assistant in the gradation list of 1975 (as he was not selected for that post in 1974, and could not have been placed in the gradation list of 1974) is justified and the workman is not entitled to any relief. No order as to costs.

V. S. YADAV, Presiding Officer.
[No. L-40012(18)|83-D.II(B)]

का. आ. 5537.—शौचालिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तर में, केन्द्रीय सरकार पोस्ट एंड टेलीग्राफ रायपुर (म.प्र.) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच घनबंध में निविष्ट शौचालिक विवाद में केन्द्रीय सरकार शौचालिक अधिकरण, जबलपुर के पासट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 नवम्बर, 1985 को प्राप्त हुआ था।

New Delhi, the 22nd November, 1985

S.O. 5537.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (MP), as shown in the Annexure, in the industrial disputes between the employers in relation to the management of Posts and Telegraph Department, Raipur (M.P.) and their workmen, which was received by the Central Government on the 11th November, 1985.

**BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, JABALPUR (M.P.)**

Case No. CGIT/LC(R)(58)/1983

PARTIES :

Employers in relation to the management of Posts and Telegraphs Department, Raipur and their workman, Smt. Paravathy Singh, Ex-Staff Nurse of P and T Dispensary, Raipur represented through the Divisional Secretary, Bhartiya Postal Employees Union, Class III, P.O. and District Raipur (M.P.).

APPEARANCES :

For workman—S/Shri R. P. Phatnani and B. D. Phadke.

For Management—None.

INDUSTRY : Post and Telegraphs DISTRICT : Raipur (M.P.)

AWARD

October, October 30, 1985

In exercise of the powers conferred under Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act 1947 the Central Government has referred the following dispute for adjudication vide Notification No. L-40012(12)/82-D.II (B) dated 5-10-1983 :—

"Whether the action of the management of Posts and Telegraphs Department (Divisional Engineer, Phones) Raipur in terminating the services of Smt. Paravathy Singh Ex-Staff Nurse of P and T Dispensary Raipur w.e.f. 30-12-1981 is justified? If not, to what relief the said workman is entitled?"

2. The non-controversial facts of the case are that in Raipur Town, Post and Telegraphs Department is running a Dispensary. A post of Nurse had fallen vacant during 1977. The post was advertised through the Employment Exchange, New Delhi and Smt. Paravathy Singh, a member of Scheduled Caste, was appointed to that post and she continued to be in service till her services were terminated with effect from 30-12-1981.

3. The case of the workman is that she had put in service of four years continuously so she ought to have been suitably considered for regular appointment. On the contrary her services were terminated without complying with the provisions of Industrial Disputes Act and another person was appointed in her place.

4. The management took nearly three years to distinguish between a candidate of Scheduled Caste and Scheduled Tribe. The post and Telegraphs Department is an industry. Therefore she raised an industrial dispute, hence this reference.

5. The case of the management is that Post and Telegraphs Department is not an industry within the meaning of the I. D. Act. Its case further is that pending regular appoint-

ment after due advertisement etc. Smt. Parvathy Singh was appointed purely on daily wages. The regular post was to be filled in exclusively by a Scheduled Tribes candidate but in the text of advertisement to New Delhi dated 30-12-1978 by mistake Scheduled Caste was wrongly mentioned instead of Scheduled Tribes.

6. However, the mistake was detected and a fresh advertisement was made for Scheduled Tribes candidates and was sent for publication to D.A.V.S. on 7-9-1981. Smt. Parvathy Singh had applied in response to the first advertisement so the second advertisement clearly mentions that only Scheduled Tribes candidates need apply. Pending these advertisement Smt. Parvathy Singh continued working on daily wages though she absented herself on duty on many occasions. After necessary formality of selection a suitable candidate of Scheduled Tribe was selected and the services of Smt. Parvathy Singh were discontinued.

7. The points for consideration before me are :—

1. Whether the Post and Telegraphs Department or its Dispensary is an industry or not?
2. Whether the order terminating her services is justified?

Findings with reasons :—

8. Point No. 1.—The objection that Post and Telegraphs Department is not an industry has not been pressed before me. However, it has been pointed out that Section 2(j) of the Industrial Disputes Act has been substituted by the Amending Act 46 of 1982. Therein in Clause (2) the words 'Hospital or Dispensaries' have been excluded from the definition of industry. On the strength of this amendment it has been contended that the Dispensary of the management established at Raipur is not an industry hence this reference is invalid. I am unable to accept this contention. The services of work-women, Smt. Parvathy Singh, were terminated with effect from 30-12-1981. This reference was made by the Central Government to this Tribunal vide its order dated 5-10-83. It was received by this Tribunal on 13-10-1983 and it was registered on that date. The Amending Act 46 of 1982 which substituted the provision of Section 2(j) excluding the hospital and dispensary from the definition of the word 'industry' came into force with effect from 21-8-1984. The substituted provision will come into effect from the date it came into force. It cannot have retrospective effect. As such in the instant case the substituted provision Section (2) (j) is inapplicable. I, therefore, hold that for the purpose of this case dispensary in question of the management an industry.

9. Point No. 2.—The facts are not very much disputed in this case. The plea of the management is that she was appointed on daily wages pending correspondence for regular appointment of a candidate of Scheduled Tribe but no documents in support of this plea has been filed. It is an admitted position that the initial advertisement was issued for a candidate of Scheduled Caste to which the workwoman belongs and she joined and worked on that post. If the department made a mistake the employee should not be allowed to suffer on that account.

10. The second plea of the management is that she absented from duty on many occasions but no evidence is adduced in this regard. It is an admitted position that she worked for more than three years on the post before her services were terminated with effect from 30-12-1981. The unauthorised absence as already pointed out though alleged but not proved. Thus she will be deemed to have continuous service for more than one year within the meaning of Section 25-B of the I. D. Act. In any way she will be deemed to have been in continuous service as she had put in more than 240 days service in the preceding 12 calendar months within the meaning of Sub-section (1) of Section 25B.

11. Section 25-B of the Act defines 'Continuous Service' Sub-section (1). Further lays down that—But if she does not have continuous service for a period of one year or six months she shall be deemed to be in continuous service under the employer—

"(a) for a period of one year if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be

made, has actually worked under the employer for not less than—

- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
- (ii) two hundred and forty days in any other case."

12. In the case of Mohan Lal Vs. Management of M/s. Bharat Electronics Ltd. (AIR 1981 SC 1253) the Supreme Court held as under :—

"Niceties and semantics apart, termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases in the section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of the workman on reaching the age of superannuation if the contract of employment between the employee and the workman concerned contains a stipulation in that behalf and termination of the service of a workman on the ground of continued ill-health."

"In the instant case termination of service of the appellant does not fall within any of the exceptions or to be precise, excluded categories. Undoubtedly therefore the termination would constitute retrenchment. It is well settled that where prerequisite for valid retrenchment as laid down in Section 25-F has not been complied with, retrenchment bringing about termination of service is ab initio void."

"Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer who has retrenched him from service. Section 25-B is the dictionary clause for the expression 'continuous service'."

The same view has been reiterated in Factory Manager, Central India Machinery Mfg. Co. Ltd. Gwalior and another Vs. Naresh Chandra Saxena (1983 LIC p. 941); Karnataka State Road Transport Corporation, Bangalore Vs. H. Boraiah (AIR 1983 SC 1320); Robert D'Souza Vs. The Executive Engineer, Southern Railway and another (AIR 1982 SC 854).

13. As already pointed out the allegation that she was on daily wages worker has not been proved. In any case even the services of a daily wages worker or a casual worker could not be terminated without notice and the necessary compensation as laid down under Section 25-F of the Act.

14. Even the discharge of a probationer was held to be retrenchment within the meaning of Section 2(oo) and Section 25-F of the Act as held in Karnataka State Road Transport Corporation, Bangalore Vs. H. Boraiah (AIR 1983 SC 1320). In the case of Robert D'Souza Vs. The Executive Engineer Southern Railway and another (AIR 1982 SC p. 854) the casual labour was held to be entitled to the protection of S. 2(oo) of the Act.

15. For the reasons discussed above, I am of the opinion that termination of the workwoman with effect from 30-12-1981 amounts to retrenchment within the meaning of Section 2(oo) of the Act and her termination being not in accordance with the provisions of Section 2(oo) and Section 25-F of the Act is void ab initio.

16. In view of the above, I hold and award that the action of the management of Posts and Telegraphs Department (Divisional Engineer, Phones) Raipur in terminating the services of Smt. Parvathy Singh, Ex-staff Nurse of P and T Dispensary Raipur with effect from 30-12-1981 is not justified and she is entitled to be reinstated with full back wages and all attendant benefits. The management is, therefore, directed to reinstate Smt. Parvathy Singh, Staff Nurse and pay her full back wages and other ancillary benefits within three months from the date of publication of this award. She be further paid Rs. 100 as costs of these proceedings. The reference is answered accordingly.

Dated : 30-10-1985.

V. S. YADAV, Presiding Officer
[No. L-40012(12)/82-D II (B)]

का. प्रा. 5538 —प्रौद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ईंडिया के प्रबंधतान से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण-2, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 5538.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-2, Bombay, as shown in the Annexure, in the industrial dispute between the employers, in relation to the management of Air India and their workmen, which was received by the Central Government on the 8th November, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/52 of 1985.

PARTIES :

Employers in relation to the management of Air India,
AND

Their Workman.

APPEARANCES :

For the Employers—Shri M. M. Varma, Advocate.

For the Workman—Shri M. B. Anchan, Advocate.

INDUSTRY : Airlines

STATE : Maharashtra

Bombay, the 3rd October, 1985

AWARD

(Dictated in the open Court)

By their order No. L-11012(11)/83-D.II (B) dated 17-6-1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 and since the facts are not in dispute, the same lie in a narrow compass :—

"Whether the action of the management of Air India, Bombay in terminating the services of Shri M. P. Arya, Ex-Loader with effect from 28-6-1979 is legal and justified? If not, to what relief the workman concerned is entitled to?"

2. The workman concerned namely Shri M. P. Arya was appointed on probation as a Loader in the Ground Handling Department from 16-6-1978 for a period of six months the period first was extended on 1-1-1979 for three months and then again for three months from 1-4-1979. The letter dated 22/23-1-1979 extending the period from 1-1-1979 at S. No. 6 of list dated 3-10-1985 stated that in order to give him an opportunity to overcome the shortcoming, being below average it was decided to extend the period. In the letter dated 7-6-1979 extending the period from 1-4-1979 again there was a grievance of performance below average. Ultimately by letter dated 25-6-1979 after stating that the workman absented without permission for 42 days during the probationary period it was stated that no useful purpose would be served in continuing his services any longer and therefore there was a recommendation for termination and accordingly the Personnel Officer admittedly who is the appointing authority issued another letter dated 27/28-6-1979, S. No. 11 in the list of documents dated 3-10-1985, deciding to terminate his service with immediate effect. At the same time it was stated that he would be paid seven days salary in lieu of notice as per the rules. In the written statement the date of termination is stated as 2-7-1979.

3. On the above facts as transpired from the pleadings the following issues are for determination and my findings thereon are :

| ISSUES | FINDINGS |
|--|--|
| (1) Whether the services of the workman were terminated under clause 5 of the appointment letter or they were terminated by non-renewal of the contract of employment? | Terminated by issue of notice of seven days. |
| (2) Can the management plead any other date of termination than 28-6-1979, in view of the order of reference? | No, but the management has stated that the termination has occurred on 2-7-1979. |
| (3) Whether the termination amounted to punishment? | No |
| (4) If yes, was the order for awarding punishment valid? | Does not arise. |
| (5) If not whether the order is legal? | No, because it amounts to retrenchment. |
| (6) If the termination is not by way of punishing it but by way of simple termination does it amount retrenchment under section 2(oo) of the Industrial Disputes Act? | Yes |
| (7) If yes whether the management has followed the requisite procedure under Section 25F of the I.D. Act? | No |
| (8) If not is the termination legal and Justified? | No |
| (9) Is the workman entitled to any relief? | As per award |
| (10) What award | As per award |

REASONS

4. As already indicated the probation period was to come to an end by the end of June, 1979. It is also on record that he served the Corporation from 19-6-1978 till 2-7-1979 during which period admittedly the relationship of employer-employee although on probation basis continued and as the record stands the service was terminated by giving him seven days notice, for which period he was offered seven days' salary. Here there was an employee on probation, admittedly was in the service of the Corporation from 19-6-1978 to 2-7-1979 during which period as contended by the management he remained absent for 42 days which absence I am told was treated as absence without pay. Now the question is having served the Corporation for a period of one year continuously, whether the Corporation has a right to terminate the service on the ground of his probationary period having come to an end by the end of June 1979 till which date the period was extended lastly from 1-4-1979. In order to justify the termination and its legality what is urged on behalf of the Corporation now is that the termination is in pursuance of the terms of agreement when the probationary period came to an end cannot be termed as retrenchment under Section 2(oo) of the Industrial Disputes Act saved by clause (b) of Section 2(oo). Under the relevant provision of the Industrial Disputes Act retrenchment means the termination by the employer of the service of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action and the Section says that it would not include clause (bb) the termination of service of the workman as a result of non-renewal of the contract of employment.

5. Now admittedly clause (bb) of Section 2(oo) came in the statute book on 18-8-1984 while the termination occurred on 2-7-1979. Till that time the law as declared in the Management of Karnataka State Road Transport Corporation Vs. M. Boraiah, (1984) 1 Supreme Court Cases 244 followed from Sundara Mani case was in force and it was held in the above mentioned case that discharge from employment or termination of service of a probationer, would also amount to retrenchment and compliance with the requirements of Section 25-F even in case of such termination is essential. Therefore as the law stood on 2-7-1979 when

clause (bb) of Section 2(oo) was not brought on statute book following the decision in Sundara Mani case the termination for whatsoever reason amounted to retrenchment. Even on reading of Sections 25-F and 25-B of the Industrial Disputes Act since the workman was in the service for one year it was incumbent on the management to follow the procedure as laid down in Section 25-F of the Act without which the termination was void and illegal and therefore could not have been effected.

6. It was tried to be urged that atleast on the date when the order of reference came to be made and which date is 17-6-1985 Section 2(oo) as amended by clause (bb) was in force and therefore it was urged that on the date of reference if Section 2(oo)(bb) was in force the law applicable to the facts of the case would be as amended by Act 49 of 1984 effective from 18-8-1984 and as such the workman cannot derive the advantage under Section 25-F of the Act and the definition as it stood under Section 2(oo). By accepting such type of arguments I would be giving retrospective effect to the amended definition which even the mandate does not lay down. What was the law on the date when the cause of action arose would be the law which would govern the case particularly when the amended act has not been made retrospective. Merely because the order of reference came to be made subsequently it would not alter the fate of the case and it would still be governed by the law as it stood on 2-7-1979 and for determining whether the termination amounted to retrenchment and further whether it attracted Section 25-F or not, the laws it stood then will have to be delved into and not the subsequent amended law.

7. Admittedly Section 25-F of the Industrial Disputes Act was not complied with. The notice speaks of seven days pay but Shri Anchani on behalf of the workman informs that the workman was not paid but assuming that there was a valid offer still seven days wages were not sufficient as Section 25-F of the Act stipulates one month's wages in lieu of notice. To overcome this difficulty it was urged that it was not a retrenchment under Section 2(oo) of Act but it was a termination by non-renewal of the contract of employment at the end of probationary period. Here again this does not seem to be real position because from the written statement we find that the termination occurred on 2-7-1979 when according to the management the probationary period was to come to an end by the end of June, 1979. What was to happen for those two days although insignificant, when the workman was in the service at the close of probationary period and if the written statement is to be accepted, for those two days he continued to be in the service even after the probationary period had come to an end and therefore it is not the case where the service ended with the close of the probationary period.

8. After having noted that this is retrenchment which attracts Section 25-F of the Act and after having noted that Section 25-F of the Act has not been complied with the termination will have to be declared as unjustified, illegal and the workman is entitled to all the reliefs which flow from such order. It seems that the management was not satisfied with his service even during his probationary period and therefore an attempt was made to bring it to an end in which attempt on account of technical flaw the management failed. Setting aside of the order however should not create the wrong impression in the mind of the workman who under the service contract has to serve to the best of his capacity, and it would be better that he would bear this in mind in future service.

9. The termination is held to be illegal and unjustified having contravened Section 25-F of the Industrial Disputes Act, 1947, the workman is entitled to full back wages and reinstatement. If during this period on account of his casual employment anything has been paid to the workman that amount shall be deducted from the back wages.

Award accordingly.

[No. L-11012(11)/83-D.II (B)]
M. A. DESHPANDE, Presiding Officer

का. आ. 5539—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तर में, केंद्रीय सरकार मिलिट्री ड्रेग कार्म, जबलपुर के प्रबंधालय में सन्वद्ध तिर्योजकों और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिनियम, जबलपुर के पंचायत कर्मी है, जो केंद्रीय सरकार की 11 नवम्बर, 1985 को प्राप्त हुआ था।

S.O. 5539.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (MP), as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Military Dairy Farm, Jabalpur and their workmen, which was received by the Central Government on the 11th November, 1985.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(26)/1984

PARTIES :

Employers in relation to the management of Military Dairy Farm Jabalpur and their workman, Shri Rishiram C/o The President, Dairy Farm Mazdoor Union D-32-D Near IOW Workshop, Jabalpur (M.P.).

APPEARANCES :

For workman—Shri T. N. Malhotra, Advocate.

For Management—Shri A. P. Tare, Advocate.

INDUSTRY : Dairy Farm DISTRICT : Jabalpur (M.P.)
AWARD

Dated, October 30, 1985

In exercise of the powers conferred under Section 10(1)(d) of the Industrial Dispute Act, 1947, the Central Government has referred the following dispute for adjudication vide Notification No. T-43012(47)/83-D II(B) dated 26th April, 1984:—

“Whether the action of the management of Military Dairy Farm Jabalpur in stopping Shri Rishiram, Labourer S/o Shri Jairam from work with effect from 6-3-83 is justified? If not, to what relief is the concerned workman entitled?”

2. The case of the workman is that Shri Rishiram was an employee of the management of Military Dairy Farm under the Deputy Assistant Director from April/May 1980. Till July 1982 he continued regularly without any break on daily rate wages @ Rs. 7.50 per day. Thereafter from July 1982 he has converted into a monthly rated workman @ Rs. 442 per month.

3. From January 1983 he was again illegal without any reason or written notice was converted into a daily rated mazdoor (for which he had filed a separate case decided on 8-2-1985 in his favour by the Central Government Labour Court No. II, Bombay). On 6-3-1983 by oral order of the Deputy Assistant Director he was illegally stopped from work. His service from the date of start till 5-3-83 has been continuous and without a single day break. The workman has been a very active worker of Union and his services are terminated on account of his Union activities which is unfair labour practice. Inspite of notice the management has not reinstated him. Therefore through proper channel this reference is mooted out for reinstatement with full back wages and all the consequential benefits.

4. The case of the management in its statement, queuely described as Notice to this Tribunal, appears to be as under:—

(a) Shri Rishiram was brought on monthly rates of pay with effect from 1st July, 1982;

(b) He has found sleeping while on duty on 26th July, 1982;

(c) He was excused with verbal warning and he promised to do his duty properly vide his letter dated 23rd August, 1982;

(d) Again he was found absenting from duty when Checked by the Incharge (Cultivation) on 23rd August, 1982 and caused damage of Maize crops by a number of animals. He was again warned and

explanation asked but he refused to take delivery of warning letter;

(e) He had again absented from his duty from 1-11-82 to 18-11-82 for 18 days without prior permission and without leave.

(f) Again he was absent on duty as aforesaid from 25th December, 1982 to 7th January, 1983 for 14 days. This caused break in his service. Hence this office was left with no other alternative except to bring him on daily rates of pay after issuing sufficient warnings which he deliberately avoided to accept.

(g) He was again provided sufficient opportunity to improve upon. When ordered to clear water channel for irrigation of the crops he refused to do so.

(h) He was, therefore, removed from service with effect from 1-2-1983 under para 12(g) of Government of India, Ministry of Defence Memo No. F-20/3/82-D(Appls) dated 22nd May, 1982.

5. The first question before me is whether his removal from service is justified or not?

6. In this connection it has to be determine for what period did the workman work for the management. The case of the workman is that he had joined service from April, May, 1980. The management has not controverted this fact in his written statement to this Tribunal. Instead it has been averred that he was brought on monthly rate with effect from 1st July, 1982 showing thereby that the workman was in the service of the management from an earlier date than 1st July, 1982.

7. Section 25B of the Industrial Disputes Act, 1947 defines ‘Continuous Service’ and Sub-section (1) thereof provides “But if he does not have continuous service for a period of one year or six months he shall be deemed to be in continuous service under the employer—

(a) for a period of one year, of the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
(ii) two hundred and forty days in any other case.”

8. Section 25-J of the Act provides that “the provisions of this Chapter shall have effect notwithstanding anything in other law (including Standing Orders etc.)

9. In the instant case it is not disputed that at least the workman was in the service of the management on monthly rate with effect from 1st July, 1982 till termination except for the period in which he was reverted to daily rate regarding which the Bombay Tribunal No. II has allowed his petition. However, there is a dispute regarding the date of termination. According to the management his services were terminated with effect from 1st February 1983 while according to the workman concerned the same were terminated on 6-3-1983. I am of the opinion that the date of termination alleged by the workman appears to be correct. The letter dated 19th February, 1983 addressed to the workman Ex. M/7 goes to show that he was given last warning in which he was warned that his services will be terminated if he does not do the job assigned to him by the Officer In-charge. In view of this letter dated 19th February 1983 it is crystal clear that his services were not terminated atleast till that date therefore it cannot be accepted that his services were terminated with effect from 1st February, 1983.

10. In view of the definition of the ‘continuous service’ defined in Section 25B reproduced above he will be deemed to be in continuous service if he had put in 240 days service within 12 calendar months preceding the date with reference to which calculation is to be made. Calculation is to be made in the instant case with effect from 6th March, 1983 since it is proved that it was on this date that his services

were terminated. if the calculation is made from the date of monthly rated service with effect from 1-7-1982 to the date of his termination i.e. 6-3-1983 the working days come to 251 days. According to the documents filed by the management Ex. M/1 to Ex. M/6 his absence without permission comes to 51 days. On behalf of the management it has been contended that these 51 days are not to be counted and they create break in his service therefore he cannot said to have continuous service of 240 days in the aforesaid 12 calendar months. I am unable to accept this proposition. Mere unauthorised duty from duty would not cause any break in service for the purpose of calculating qualifying period under the scheme. This view was upheld by the Supreme Court as commented by the learned Authority, Vithal Bhai Patel, in his book "Law on Industrial Dispute", 3rd Ed. Vol. I at page 38. However, assuming for the sake of argument that this period of absence without permission is to be excluded even then it appears that the workman had put in more than 240 days service since he was in the service of the management (though as daily rated from before than 1-7-1982). The case of the workman is that he was in service from April/May 1980. Thus from 6-3-1982 to 5-3-1983 if his services are counted it comes to 365 days and after deduction of 51 days he had put in 314 days service in the preceding 12 calendar months. From the above, it is apparent that the workman had continuous service within the meaning of Section 25B of the Act and is entitled to protection of Section 2(oo) and Sec. 25F of the Act.

11. Now I proceed to discuss the law on the point. Section 2(oo) of the I.D. Act defines 'retrenchment' as under:—

"Retrenchment" means the termination by the employer of the service of a workman for any reasons whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health."

The words 'for any reason whatsoever' are the key words as has been held in the case of State Bank of India Vs. N. Sundramoney (AIR 1976 SC p. 1111).

12. Section 25F of the Act lays down—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer unless he has been given one month's notice or wages in lieu of notice for the period of notice.

13. In the case of Mohan Lal Vs. Management of M/s. Bharat Electronics Ltd. (AIR 1981 SC 1253) the Supreme Court held as under :—

"Niceties and semantics apart, termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases in the section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf and termination of the service of a workman on the ground of continued ill-health."

"In the instant case termination of service of the appellant does not fall within any of the exceptions or to be precise excluded categories. Undoubtedly therefore the termination would constitute retrenchment. It is well settled that where prerequisite for valid retrenchment as laid down in Section 25-F has not been complied with, retrenchment bringing about termination of service is ab initio void."

"Before a workman can complain retrenchment being not in consonance with Section 25F, he has to show that he has been in continuous service for not less

than one year under that employer who has retrenched him from service. Section 25-B is the dictionary clause for the expression 'continuous service'."

The same view has been reiterated in Factory Manager, Central India Machinery Mfg. Co. Ltd. Gwalior and another Vs. Naresh Chandra Saxena (1985 LIC p. 941); Karnataka State Road Transport Corporation, Bangalore Vs. H. Boraiah (AIR 1982 SC p. 854).

14. On behalf of the management it has been contended that Shri Rishiram was a daily rated casual worker therefore his services could be terminated without notice and necessary compensation without compliance of Sec. 25F of the Act.

15. It has been further contended that the services of the workman were terminated under Central Civil Service (Temporary) Rules, 1965. Therefore the provisions of the Industrial Disputes Act will not apply. Both these contentions are worthless. Section 25(J) of the Act provides that the provision of this Chapter shall have effect notwithstanding anything any other law (including the standing Orders etc.) mentioned above. Therefore even if the action was taken under the C.C.S. (Temporary) Rules 1965 even then the provision of Chapter VA of the Act will apply. The case of casual labour was considered in the case of Robert D'Souza Vs. The Executive Engineer Southern Railway and another (AIR 1982 SC p. 854) and it was held that the workman who had acquired the status of temporary servant (the present workman had put in if not three years service as alleged by him at least he had completed 240 days service in the preceding 12 calendar months) was held to be entitled to protection of Sec. 2(oo) of the Act. This also answers the objection that since the workman was covered by the C.C.S. (Temporary) Rules, 1965 he was not a worker and the management was not an industry within the meaning of the I.D. Act. There is relationship of employer and employee and the Military Farm is not an undertaking for military operations. Therefore the provisions of I.D. Act will apply in view of the pronouncements made in Bangalore Water Supply Vs. A. Rajappa (AIR 1978 SC p. 548).

16. For the reasons discussed above I am of the opinion that the termination of the workman, Shri Rishiram, with effect from 6-3-1983 amounts to retrenchment within the meaning of Section 2(oo) of the Act and his termination being not in accordance with the provisions of Section 2(oo) and Sec. 25F of the Act is void ab initio.

17. Normal rule in such cases is that the workman should be reinstated from the date of termination with full back wages but there are exceptions to the rule. Loss of confidence is one. The workman in the instant case he was working as a watchman but he was not doing his duty properly as is proved from the documents on record. Learned Authority, Shri O. P. Agarwala in his book 'Conditions of employment and Disciplinary action' 5th Ed. at page 452 has commented that even when the order of dismissal or discharge by an employer is set aside as being illegal it is found that the employee had occupied the position of law and such confidence was lost by reason of bad work or failure to carry out the order it would not be fair either to the employer or to the employee to direct reinstatement and in such a case relief by way of sufficient compensation in lieu of reinstatement would meet the requirement and shall be a reasonable and proper order. This observation is on all fours with facts of the case. I, therefore, instead of reinstatement order that the workman be paid wages from the date of discharge i.e. 6-3-1983 till the date this order is published in the Gazette of India with all incidental benefits. He be further paid one month's wages in lieu of notice and further one year's wages by way of compensation for loss of benefits of reinstatement. Consequently the reference is answered accordingly. The amount should be paid to the workman within three months of the publication of award failing which it will carry interest @9 per cent per annum from the default of three months. No order as to costs.

30-10-1985.

V. S. YADAV, Presiding Officer
[No. L-42012/47/85-D.II(B)]

मही दिल्ली, 29 नवम्बर, 1985

का. आ. 5540.—आौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार मन्त्रिल वाटर पावर रिसर्च स्टेफन, पूने के प्रबंधन में संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट आौद्योगिक विवाद में केन्द्रीय सरकार आौद्योगिक अधिकरण नं. 1, बम्हई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 नवम्बर, 1985 को प्राप्त हुआ था।

New Delhi, the 29th November, 1985

S.O. 5540.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay-1, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Water and Power Research Station, Pune, and their workmen, which was received by the Central Government on the 11th November 85.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 AT BOMBAY

PRESENT :

Dr. Justice R. D. Tulpule Esqr.,
Presiding Officer

Reference No. CGIT-11 of 1985

PARTIES :

Central Water and Power Research Station,

AND

Their Workmen.

APPEARANCES :

For the Employer.—Mr. Kardare, Advocate,

For the Workmen.—Mr. M. B. Anchan, Advocate.

INDUSTRY : Irrigation. **STATE :** Maharashtra.
Bombay, dated the 30th day of August, 1985

AWARD

This is a reference under Section 10(2)(i) of the Industrial Disputes Act regarding termination of services of one employee, A. R. Shaikh, from the Central Water and Power Research Station, Khadakwasla, Pune.

2. The employee was initially not represented by anybody and filed a statement by himself. Later, however, when he was represented by an advocate, he filed a statement of claim on 1st July, 1985. By that statement of claim, he contended that the Central Water and Power Research Station, herein-after referred to as 'Station', is an industrial establishment and does the work of rendering technical advice to Government departments, ports and other such institutions and imparts training to students from engineering institutions and project authorities. According to it, it is an industry as per S. 2(j) of the Industrial Disputes Act. It was also said that the Station also constructs river valley projects.

3. His then case is that the employee was appointed by letter dated 15th July, 1980 and was posted by an order dated 28th July, 1980 as "Research Mazdoor on a regular industrial establishment". That his probation period came to an end on the 14th of July, 1982. His services were terminated on 30th May, 1983 after one month's notice on 30th April, 1983 and without assigning any reasons. His contention is that his services were terminated for a misconduct for which no enquiry was held and the termination, therefore is in violation of principles of natural justice and illegal. He was also not paid, according to him, retrenchment compensation under S. 25 F of the Industrial Disputes Act and his termination therefore, which amounts to retrenchment is invalid and he should therefore be deemed to be in service and his wages paid.

4. The written statement filed by the Station dated 10th June, 1985, primarily contended that the Research Station is not an industry. It is engaged in research studies relating to river valley projects, flood control systems, ports and harbours, instrumentation, ship hydrodynamics, earth-quake engineering, material sciences and applying them to various projects. It also imparts training in many disciplines "to students from Engineering Institutions and Executive of the Project authorities."

5. It admitted that the employee, A. R. Shaikh was employed from 15th July, 1980 on probation as a Research Mazdoor. He was assigned to work under one K. S. Rajagopalan, Senior Research Officer. The employee was in the habit of remaining absent from duty and used to take unauthorised leave inspite of oral warnings. A memo was given and several oral warnings were given to him for being negligent in duty and non-performance. But these memos were of no avail and the employee did not show any signs of improvement. Further it was found that the employee was rude in his behaviour and used to use accusatory language towards his superiors and was arrogant. Even a transfer, with the object of making him improve his manners and behaviour was of no consequence. Reports were made against him on 2nd June, 1982, 7th July, 1982, and 8th July, 1982.

6. It is then said that the employee developed an attitude, apart from being unsatisfactory in his work of defiance and disregard of rules. The employer however adopted a lenient attitude and in order that he should not lose chance of employment elsewhere, decided to terminate his services under Rule 5 of Central Civil Services (Temporary Service) Rules, without attaching any stigma.

7. It is its contention that the rules are statutory in nature and that the station is entitled to use them and terminate the services of any person without assigning any reason, if he was found to be unsuitable for work. As stated earlier, the employee was habitually remaining absent from work without prior leave or permission and that he was asked not to remain absent, but did not pay any heed. That he did not improve his ways and conduct. The employer station contended that if his termination was by way of punishment, then the Department may be allowed to prove his misconduct before the Tribunal. The complainant against him was that he was in the habit of remaining absent, reporting sick in one way or the other and he was rude in behaviour, disregarding the instructions or directions of his superiors.

8. After the filing of the Statement of Claim by the workmen, the station filed its another written statement or rejoinder and urged that the Station is not an industry as defined under S. 2(j). It also disputed the proposition that on completion of period of two years of probation, the employee became a permanent and contended that the continued on probation until he is confirmed or his services were terminated. Its contentions further are that the employees borne on regular industrial establishment are also governed by the Central Civil Services Regulations and covered by R. 5 of the Central Civil Services (Temporary Service) Rules, 1965 and that section 25F of the Industrial Disputes Act was not applicable. Its contention is that the employee was not possible to be retained in service on account of his rude behaviour, non-conforming with the discipline and rules of the organisation and unsatisfactory work.

9. By way of evidence, the immediate superior of the employee, K. S. Rajagopalan was examined. The employee examined himself. A number of documents were produced both on behalf of the employer as well as on behalf of the employee. A statement showing period of absence of the employee is also produced as annexure to the written statement. That goes to show broadly that between the period 15th of March, 1982 to 4th March, 1983, the employee was absent for 53 days in all. On seven occasions, he absented without prior intimation, while he had applied for leave for nearly one month in August, 1982. There is some other record produced also, but it has neither been referred to nor relied upon, on behalf of the employer relating to the so called causes of his sickness and medical treatment, which he has received at the dispensary of the station. The other set of documents produced relates to the offer of appointment,

order of appointment as well as order of termination, and memos and brochures and information material relating to the activities of the Station.

10. The first question which has arisen for consideration is whether the Station as defined under the Industrial Disputes Act. For the Station, it was contended that it was not an industry, as it was engaged in making studies and research, and advising Government Departments and Governments with regard to river projects, dams, flood control schemes, etc. It also imparts instructions to engineering students and also to executives of project authorities. Firstly, reverting to the definition of 'industry' in S. 2(j), it will be seen that the definition as it stands today has not been brought into force by the Government of India by any notification issued bringing it into force. The original section defined industry as meaning "any business, trade, undertaking, manufacture, or calling of employees and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen." Under the amended section, however, which has not been brought into force, apart from the change in the definition, certain establishments or categories and classes of activities have been expressly excluded from the operation of the definition of the word 'industry', such as "educational, scientific, research or training institutions". In view however of the amended section not having come into force, the question has to be answered with reference to the definition of the term 'industry' as it stood before the amendment. The benefit which would have gone to the organisation as being an educational, scientific or research institution had the amended section come into force, therefore would not be available. The result is that we have to consider with reference to the present activity of the department, whether that is falling within the definition of the term 'industry' as the definition stands.

11. In this connection reliance was placed considerably, firstly on the various activities of the department, reports of operations and what was stated during the evidence of Rajagopalam. It was pointed out that the institution or organisation acts as consultant, charges fees for rendering advice and renders advice not only to the Governments and Government departments, but also to autonomous bodies, private parties, foreign governments and other organisations also. The consultancy services of the Station, it was contend, is an industry within the meaning of the term 'industry' meaning thereby a calling or "avocation of workmen" and also a service so far as it renders advice and imparts training. Consultancy is a business and will also fall within the term 'calling', activity of consultant being an activity or a profession. This is further sought to be supported from certain statements appearing in brochures and printed materials produced in the case. It was pointed out that it was the claim of the institution that it has "built up expertise in many fields : hydraulics, structures, earth sciences, ship model testing, coastal engineering and the application of methods from the different disciplines" and that it "extends its activities to prototype testing, digital data acquisition and field investigations."

12. In another of its brochure, there are different models of rivers and ports as well as water currents and seas as well as rivers are depicted on a section and instrumentation with this information. "The Instrumentation Division at the station is responsible for design, development, fabrication, installation and maintenance of instruments and systems for measurement of hydraulic and other parameters". "The instrumentation division has so far designed instruments and such as-indicating and recording propeller current meter with 5mm to 50mm propeller diameter in the speed range of 3 cm to 2mm sec." and various other designs and models and instruments as mentioned thereunder. In the same section, we find it stated that "A Central workshop consisting of machinery, smithy, sheet metal, carpentry, painting and transport sections meets the requirements of the station in respect of fabrication and alteration of model components, transport of material and maintenance of equipments." So far as availability of consultancy services of the station, it is stated that that is "available to Government, public and private institutions in the country. Several such jobs have been handled during the past sixty years. The last decade has particularly witnessed an increasing demand on the services

offered by the Research Station." Within India works have been handled for Central and State Government and public sector undertakings, besides centrally designed projects by the Central Water Commission. The Research Station is also providing services to the countries of Singapore, Malaysia, Burma, Nepal, Afghanistan etc. The Water and Power Development Consultancy Services India Limited (WAPCOS) who have consultancy assignments in India and abroad draw upon the specialised services offered by CPWRS.

13. In the annual report for the year 1984-85 for the Ministry of Irrigation and Power of the Government of India under which the station works, we find the following. "The Research Station renders research services to the Ministries of Irrigation and Power, Agriculture, Defence, Shipping and Transport, Railways, the State Governments, Public sector undertakings, Consulting Engineering organisations etc. Its clientele is also drawn from Arab countries, Africa and South-East Asia, some of whose projects are supported by the World Bank and Asian Development Bank." It will be seen also from para 7.5 that the station renders services to a number of clients as mentioned therein. Para 18 of the annual report discloses that a sum of Rs. 2.0 crores has been received by the station "by way of charges levied as consultation fees to the States and other organisations."

14. Besides this, there is some internal evidence to show that in the Research Station itself there are two kinds of services and employees contemplated. The appointment order dated 28th July, 1980 of the employee says that Shaikh A. R. is appointed as Research Mazdoor "on Regular Industrial Establishment" and was posted to the office of the technical P. A. to Director. The 15th July office order also says the same thing and the notice of termination served upon Shaikh on the 30th of April, 1983 also says that Shaikh was a temporary Mazdoor on regular industrial establishment.

15. Mr. Rajagopalan in his evidence stated that the workshop which is attached to the station prepares scale models on rivers, projects and dams. "They are used for experiment purposes at the Centre. At this workshop, miniature models, of bridges, dams, rivers and even of boats are prepared. We also prepare in the workshop flow rate metres as also propellers for the use of the models." "The CPWRS has a consultancy service. For consultancy service rendered, an estimate is prepared, charges are levied." To questions put to him by the Court, he stated that the workshop was under an Executive Engineer (Mechanical) and that the workshop does not sell any products nor supply any articles against orders, but prepares scale models for the organisation. According to him, the workshop staff is different than the staff attached to the Research station.

16. In view of all this evidence, intrinsic and extrinsic and in particular the apparent bifurcation of staff into industrial and non industrial, it would be difficult to hold that the CPWRS is not an industry. Similarly, in view of the appointment order to which I have made a reference and various other references relating to Shaikh in the documents, it will have to be held that Shaikh was a Research Mazdoor appointed on the regular industrial establishment of the CPWRS, though it may be that he was attached to the Technical PA to the Director. The evidence of Shaikh, no doubt, itself discloses that the kind of work which he was doing may not be called and may not fall in the category of industrial worker or work connected with any industry or calling. This would not, however, by itself make him a non-industrial worker, particularly, in view of the fact that he has been appointed by the station as such, and the entire working of the CPWRS has to be considered as a whole as to whether falling within the definition of 'industry' or otherwise. If it is a separate organisation and is offering advice, rendering consultancy service, equipped with a workshop of its own, wherein it manufactures and makes scale models, instruments required for the purposes of rendering advice, then it would be carrying on of an industrial activity. Consequently, the work which Shaikh was doing has also to be considered as a part of the industrial activity.

17. I have already referred to the definition of the word 'industry' appearing in S. 2(j) of the Industrial Disputes Act, the amendment which is proposed to that section by the Amendment Act of 46 of 1982 and the further fact that so far as this sub-section is concerned though the amendment act came into force, this amended definition of the word 'industry' has not been brought into force till now. This is particularly mysterious in view of the various judicial decisions which brought out the inadequate nature of the definition and the pressing necessity of the amendment. The amendment though now made in the act, has not come into force and as I indicated earlier. The issue has to be thereto answered with reference to the definition of the word 'industry' sans amendment. The amendment excludes educational, scientific and research institutions from the operation of the word 'industry', but that is not available yet.

18. The last decision on the point, in the course of which many judicial landmarks in the field of the definition of the word 'industry' fell by the way-side came to be decided on 21st February, 1978 in the case of Bangalore Water Supply and Sewerage Board, etc. V/s. A. Rajappa and others Etc., I.C. (1978-I LLJ p. 349). It is heavily relied upon on behalf of the workmen. A few extracts from that judgement of Justice Krishna Iyer, which was the judgement of the bench specially constituted for that purpose of seven judges, would not be out of place. It laid down that the word 'industry' will cover "branches of work that can be said to be analogous to the carrying out of a trade or business." This umbrella of the definition is certainly capable of bringing into its fold any activity which is capable or falling under an activity analogous to the carrying on of a trade or business. The judgement apart from enunciating the characteristics of the activity to be treated as industry, deals with certain special categories or classes of activities such as education, noble professions like med cal, and legal and charitable institutions. The Ahmedabad Textile Industry's Research Association V/s. State of Bombay (1960-II-I LJ-p. 720) had decided that research institutions are also within the ambit of the definition of the word 'industry'. Later decisions, however, of the Supreme Court and the High Court had moved away from the rationale of that case, until the decision in Safdarjang Hospital case (1970 LSC p. 1172).

19. In the Bangalore Water Supply and Sewerage Board's case, the Safdarjang Hospital case was over-ruled and held to have been "wrongly decided." Dealing with the research institutions, the Supreme Court also pointed out that they involve a collaboration between the employer and employee and their services are capable of production of wealth and observed "Even though a research institute may be a separate entity disconnected from the many industries which founded the institute itself, it can be regarded as an organisation, propelled by systematic activity, modelled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes, albeit run without profit motive, are industries." In view of this, I do not think it possible to hold otherwise with regard to the Central Water and Power Research Station. It must therefore, be held to be an industry.

20. A further decision which was relied upon and may be referred is that reported in Bhaskaran V/s Sub Divisional Officer (1982-I LT p. 248). There the question of Posts and Telegraphs Department, whether it was an industry and whether a dispute in connection with the termination of employment could be an industrial dispute arose. The Bangalore Water Supply and Sewerage Board case has held that "Sovereign functions strictly understood" fall for exemption from the word 'industry' and not welfare activities or economic adventures by Government and also such of the units of the departments which may be discharging sovereign functions, if they are separable and are industries then they will fall under the definition of the industry as per S. 2(j). Dr. Justice Beg in his separate judgment had distrusted from the usage of word 'sovereign' and suggested the word 'Government functions' in their place. According to him "only those services which are governed by separate rules and constitutional provisions, such as Arts. 310 and 311 should, strictly speaking be excluded from the sphere of industry by necessary implication."

21. In the Bhaskaran case (*supra*) attempt was made to take the case out of the Industrial Disputes Act, as the employee belonged to the P & T Department. Dealing with that aspect of the matter, it was observed 'In other words, it was possible to exclude Government servant altogether from the purview of the Act by appropriate legislation; but till that was done, only essential constitutional ("inalienable") functions like administration of justice, as laid down in the Nagpore case could be excluded.'

22. It was then sought to be urged that separate provisions which are made would satisfy the requirements of the position governing the employer-employee relationship between the Government employees and the employer as in this case. Here also, it was urged that separate rules have been framed, under Rule 5 under which action was taken. I am unable to conclude that these rules would over-ride the provisions of the Industrial Disputes Act and as such rules are contemplated to be made in that decision or under Art. 310 and 311 of the Constitution. The post held by Shaikh is not and was not a civil post. In this context, a reference may be made to some observations of Justice Chandrachud, judge, as he then was. It was said "if it be true that one must have regard to the nature of the activity and not to who engaged in it, it seems to me besides the point to enquire whether it is undertaken by the State, and further, if so, whether it is undertaken in fulfilment of the State's constitutional obligations or in discharge of its constitutional functions." It would be extremely difficult to say that in the present case the function of the research station is a "constitutional function of the State" calling for exemption from the definition of the 'industry' as enunciated in the Bangalore Water Works and Sewerage Board's case (*supra*).

23. In view of what I have stated above, two provisions of Industrial Disputes Act are immediately attracted. They are S. 2(00) and S. 25F. S. 22(00) makes termination of services of an employee for whatsoever, other than in the excepted circumstances falling under clauses (a), (b) (bb) and (c), as meaning retrenchment. It would be clear in the present case on the basis of the contentions and statements of the station in its written statement that the employees' services were terminated for certain reasons, such as his habitual absence, his remaining absent without prior permission and without applying for leave, his rude behaviour and unsatisfactory work. It is quite clear from the tenor of the contention that the Station chose to exit Shaikh by adopting an expedient course of actions and power under Rule 5 of CCS (Temporary Service) Rule, instead of taking up disciplinary proceedings against him and punishing him truthfully. That action of termination of services of the employee was in reality, though couched in terms of simple termination as warranted under Rule 5 of CCS(TS) Rules, an action by way of punishment. In the circumstances, the termination of services of Shaikh will have to be held to be retrenchment. It is also common ground that when Shaikh was terminated or retrenched, he was not given retrenchment compensation, though notice was given to him. Had the Station, therefore for the two years service rendered by the employee, given him the retrenchment compensation equivalent to a month's salary, probably the entire episode would have come to end and the employee could not have been able to raise any dispute or take any action against the employer. Since in its wisdom it has not chosen to take action against the employer. Since in its wisdom, it has not chosen to take action in that behalf and chosen to resort to simple termination, on a misconceived sympathetic view of the matter, the order of termination of Shaikh's service is liable to be set aside.

242.2 In that view, Shaikh would be entitled really to reinstatement and wages from the date his services were terminated in May, 1983. However, I do not think that in the present situation of the case, it would be either advisable or beneficial to the employee to direct reinstatement. The manner in which the employee conducted himself during the earlier part of the proceedings and even later the manner in which during the two year's of his tenure with the station he has behaved and conducted, shows that Shaikh is not capable of any improvement and amenable to discipline or regulation. It appears that it would be difficult to extract or get any work done from him. In short, he would be a difficult

employee to be handed and would soon land in problems. I would not think therefore that this is a fit case where the employee should be directed to be reinstated. Instead, I feel that a reasonable order of compensation would be justified.

25. Shaikh's services were terminated w.e.f. 30th May, 1983. He has obtained this reference in April, 1985. In other words, nearly two years have passed. The salary which he was drawing, as will be seen was Rs. 202 plus other allowances in all Rs. 538.50. Excluding house rent allowance and CCA, his salary was about Rs. 472 p.m. His salary for the period of two years would be about Rs. 11,328. Taking into account all the circumstances I direct that a compensation amount of Rs. 7,500 may be paid to Shri Shaikh instead of reinstatement. Award accordingly.

26. Payment to be made within two months from the publication of this award.

R. D. TULPULE, Presiding Officer.
[No. L-42012(41)84-D.II.B]

का. आ. 5541.—आौदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार पोस्ट्स्टार्टर जबलपुर, भोपाल (म. प्र.) के प्रबन्धताल से मंदद्वि नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट आौदोगिक विवाद से केंद्रीय सरकार आौदोगिक अधिकरण जबलपुर (म. प्र.) के पंचाट को प्रकाशित करती है, जो केंद्रीय सरकार द्वारा 11 नवम्बर, 1985 को प्राप्त हुआ था।

S.O. 5541.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (MP), as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Post Master General, Bhopal (M.P.) and their workmen, which was received by the Central Government on the 11th November 1985.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)
CASE NO. CGIT/IC(R)(21)/1983

PARTIES :

Employers in relation to the management of Post Master General, Bhopal and National Union RMS Employees Class III, Jabalpur Division, Jabalpur (M.P.)
in respect of Shri L. P. Khare, Sorting Assistant.

APPEARANCES :

For Workman—Shri L. N. Malhotra, Advocate.

For Management—None.

INDUSTRY :

Post & Telegraphs ... DISTRICT : Bhopal (M.P.)

AWARD

Dated : October 29, 1985

In exercise of powers conferred under Section 10(1)(d) of the Industrial Disputes Act, 1947, the Central Government in the Ministry of Labour has referred the following dispute, for adjudication, vide Notification No. L-40012(5) 82-D II(B) dated 9th June, 1983 :—

"Whether the action of the management of Post Master General, M.P. Circle Bhopal in fixing seniority of Shri L. P. Khare, Sorting Assistant, ignoring his initial appointment date viz. 1-10-1952 is justified? If not, to what relief the workman is entitled?"

2. The case of the applicant is that he was selected for appointment by P.M.G., Central Circle Nagpur on 1-10-1952 and was posted to Aimer. At that time P.M.G. Central Circle Nagpur was controlling over C. P and Berar and the whole of Rajasthan. In the year 1953-54 a separate Circle was formed as D.G.P.T. Jaipur and whole of Rajasthan was placed under his administrative control. Due to this bifurcation

the workman opted for his parental service as he belong to M.P. State. Again in 1965 the Central Circle was bifurcated and Vidarbha Area went to Maharashtra Circle and the residuary Central Circle as given a new name as M. P. Circle.

3. An opinion was given to the workman and the workman opted and subsequently he was transferred to Jabalpur where he joined on 11-2-1957. Though the workman's date of entry into service was 1-10-1952 the management changed it to 11-2-1957 and placed the workman below to a number of officials who were much junior to him as they were recruited in 1957. Consequent upon the judgement of the Supreme Court of India in Civil Appeal No. 1845 and 1846 of 1968 D.G. P&T, New Delhi vide letter No. 45/2/72 SPB II dated 7th October, 1972 and No. 45/1/74 SPB II dated 12-4-78 directed all Heads of P&T Department to prepare gradation list refixing the seniority of all such employees who were recruited in between 22-6-1949 to 21-12-1959. The Post Master General M.P. Circle prepared the Circle Gradation list as corrected upto 1-1-77 in 1979 but it was totally in contravention to the instructions of the D.G. P&T, New Delhi and the Judgment of the Supreme Court which held that "Appointees prior to Dec. 22, 1959 their seniority was governed by rule of length of service as contained in Memo dated 22 June 1949 and not by the rule based upon date of confirmation". Therefore the action of the P.M.G. is against the interest of the workman and the promotion to L.S.G. cadre has been deferred to for a pretty long time. The transfer of the workman to Central Circle was as a result of bifurcation of the Circle and not a transfer on request. As per the instructions contained in letter No. 69/15/61-SPB I dated 16-1-1962 and No. 69/17/65-SPB I dated 1st July, 1965 the workman has every right to maintain his seniority position in M. P. Circle as per his length of service i.e. from 1-10-1952.

4. The applicant workman has contended that in similar circumstances the P.M.G. Maharashtra vide his letter No. Staff-A/CGI/RMS Unit/77 dated 12-3-81 has rightly fixed the seniority of the persons mentioned below as per their length of service who were recruited and appointed to RMS 'J' Division along with the workman in 1952. All the officials were transferred to Central Circle in 1957 along with the workman.

1. Gulab Rao
2. Abdul Raseed Quardar
3. B. V. Dhote
4. W. B. Kotle
5. V. N. Telang
6. G. R. Jambgaon
7. B. W. Mohril
8. M. M. Bhedi
9. P. N. Ghatole.

After representations the P.M.G. Bhopal tried to amend the seniority position of the workman vide his letter No. STA6-1/889/80-81 dated 6-8-1981 and also promoted the workman to L.S.G. Cadre but he did not fulfil the gap lying in between the juniors and the workman being senior. Therefore the workman's prayer is that his seniority should be fixed in accordance with principles of rules and law, his promotion be restored to L.S.G. Cadre from the date from which juniors were promoted and he should be allowed all the arrears accruing therefrom.

5. The management, Post Master General of M.P. Circle, Bhopal, neither filed any written statement nor adduced any evidence inspite of a number of opportunities. The management is thus almost ex parte.

6. The workman has filed a number of documents but most of them are non certified copies of certain orders etc. hence they cannot be taken into consideration. He has given his own statement and proved documents Ex. W/1 to 1. Ex. W/5 only.

7. The crux of the matter is that according to the workman he came into service on 1-10-1952. As per the judgement of the Supreme Court and the clarification issued by the Government the seniority of officials appointed to a service post before 22-12-1959 were governed by the length of service rule in regard to seniority and not from the date of confirmation. As such he be placed below Shri S. G. Patil at Sl. No. 1 of Ex. W/1. The further contention of the workman is that even in case his seniority is considered from the date of confirmation he should be placed below Shri B. P. Joshi of Sl. No. 3 of Ex. W/1.

8. Unfortunately no one appeared on behalf of the management, Post Master General Bhopal to refute the contention of the workman. However, I have gone through the documents relied on by the workman and the judgment of the Supreme Court and I am of the opinion that the seniority given by P.M.G. Bhopal to the workman is correct and is in accordance with the judgment of the Supreme Court, Judgment of the Supreme Court, the certified copy of which has been filed on record, has treated the Memo dated 22-6-1949 and 22-12-1959 issued by the Ministry of Home Affairs as the basis for arriving at the length of service rule for personnel in service before that date. In this connection it is pertinent to note the following observations made by the Supreme Court in the judgment of Civil Appeal Nos. 1845 and 1846 of 1968 and 50 of 1969 Union of India Vs. M. Ravi Varma and others :—

It would follow from the above that so far as the non-gazetted staff in the Central Excise, customs and Narcotics Departments and other subordinate officers are concerned, the question to be decided in accordance with the office Memorandum dated 19-10-1959, as the said office Memorandum has except in certain cases with which we are not concerned, applied the rule of seniority contained in the Annexure thereto only to employees appointed after the date of that Memorandum....." (underlining is done by me).

This shows that the Memorandum on the basis of which length of service rule instead of seniority from the date of confirmation was upheld for the employees appointed prior to 22-12-1959 except in certain cases. However, what are those excepted cases has not been specifically proved by the workman by producing the said Memorandum. But I find that a reference has been made to that Memo in certain documents proved by the workman himself. One of them is the copy of the order of D.G. P & T, New Delhi letter No. 451/74/SPM-II dated 12-4-1978 (Ex.W5) (Annexure II). Relevant portion of para 2 of this letter reads as under :—

"2. The seniority of all persons appointed to the cadres referred to above during the period from 22-6-49 to 21-12-1959 may be revised exception the cases of the cadres mentioned below on the basis of length of continuous service in the grade as well as service in an equivalent grade in accordance with the instructions issued in Ministry of Home Affairs Office Memorandum No. 30/44/48-Aptts. dated 22-6-49 (reproduced in Director General's General Circular No. 23 dated 5-12-49 :—

- (a)
- (b)

(c) Persons transferred from one circle to another from one arms of service to another etc. Under Rule 38 of P & T Manual Vol. 4 after having given a declaration prescribed in the Rule ibid. The seniority of the categories of persons mentioned above as an exception to the general principle may continue to be fixed in the following manner :—

- 1.....
- 2.....

3. The seniority of transferee under Rule 38 of P & T. Man. Vol. IV is to be fixed according to the provision of the Rule ibid as amended from time

to time and as it existed at the time of transfer of a particular employee."

It was on the basis of above that Memo dated 6-8-81 Ex. W3 retained permanent official when transferred at his own request & will rank junior to all the permanent officials in the cadre in the particular division. From the above it is crystal clear that the Memo dated 22-6-1949 had exempted from the length of service rule certain classes of cases including those mentioned above. In this connection, the contention of the workman is that firstly his case was not a case of transfer on his own request. He was transferred as a result of bifurcation of the certain Circle firstly to Nagpur Circle and then to M.P. Circle Secondly neither he was given any opinion nor he accepted any condition in writing. This is not quite correct. He himself in his statement stated that he was given an option and as a consequence of that transfer he was posted at Jabalpur in the year 1957. It is his own case that he has been given seniority from the date of his posting to Central Circle, M.P. on 11.2.1957. Applying the rule of length of service he should have been given seniority from the date of appointment i.e. 1.10.1952. This contention of the workmen is also overruled by his own document, Ex.W/3, Memo No. STA-6/889/80-81 dated 6.8.1981 fixing the seniority of the workman from Sl. No 161 to 119. In this letter reference has been made to Director General's Communication No.SPB-69-31/52 P & T Dated 31-1-1965 according to which a permanent employee when transferred at his own request he will rank junior to all the permanent officials in the cadre in the particular Division. In view of Rule 38 P & T Manual IV. It was in view of these exempted employees that Shri H. S. Sabu who ranked higher to the workman was placed at Sl. No. 110. The employees upto Sl. Nos. 115 i.e. Shri S.T. Duzne were already confirmed and their grade was substantive with effect from 1-1-1956 as the list Ex. W/1 relied in by the workman himself goes to show. It appears that his seniority was fixed at Sl. No. 161 instead of Sl. No. 119 because he has been transferred and posted to Central Circle, M.P. on 11-2-1957 and as per the above exempted cases he was to be placed below all the permanent employees of that Division. I have already pointed out that the applicant has himself admitted that he had opted to be posted to Circle's Office on his own choice on account of bifurcation. As such it is a transfer on his own request and the above instructions, communication and memo will apply in his case which laid down exempted cases to which the Supreme Court did not consider necessary to refer to as being irrelevant for the purpose of those cases

9. As a last resort the workman has referred to cases of Shri Gulab Rao and eight others and contended that like him all these officials were also transferred to Central Circle, Nagpur in the year 1957 and who were appointed with in 1952 were given seniority on the basis of length of service. Firstly the workman has not produced any such promotion order passed enblock on the basis of length of their service. However, assuming for the sake of arguments the contention to be correct, in that case there is nothing on record to suggest that they superseded any confirmed employees of their grade in that Division. Unless such a position is made clear no benefit could be given to the workman on this basis.

10. For the reasons discussed above I am of the opinion that the workman has failed to establish that Post Master General, M.P. Circle, Bhopal in fixing the seniority of the workman at Sl. No. 119 was unjustified. The reference is thus answered that the revised fixation of the workman at Sl. No. 119 is justified. He is not entitled to any further relief. No order as to costs.
DATE : 29-10-1985.

V. S. YADAV, Presiding Officer.
[No. L-40012 (5)82-D. II. B]

का. आ. 5542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में कोष्टीय सरकार संपरिनटेंडेन्ट आरक्षोलोजिकल सर्वे आफ हाईकोर्ट, उत्तराखण्ड के प्रबंधनशी से संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुदाध में लिंदिएंट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर (म.प्र.) के पंचाट को प्रकाशित

कहती है, जो केंद्रीय सरकार को 12 नवम्बर, 1985 को प्राप्त हुआ था।

S.O. 5542.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (MP), as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Superintendent, Archaeologist, Archaeological Survey of India, Ahmedabad and their workmen, which was received by the Central Government on the 12th November, 1985.

**BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, JABALPUR (M.P.)**

Case No. CGIT/LC(R)(17)/1983

PARTIES :

Employers in relation to the management of Superintendent, Archaeologist, Archaeological Survey of India, Ahmedabad, Bhopal and their workmen, Shri Yahya Khan S/o Shri Unus Khan Motiya Kuwa, Raisen Distt, Sanchi (M.P.).

APPEARANCES :

For Workman—Shri S. A. Ali, Advocate.

For Management—Shri L. P. R. Mohnani, Senior C.A.

INDUSTRY : Archaeological Department

DISTRICT Bhopal (M.P.)

AWARD

Dated : October 31, 1985

The Central Government in exercise of the powers conferred under Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute for adjudication vide Notification No. L-42012(38)/82-D.II(B) dated 17th May, 1983 :—

“Whether the action of the Superintending Archaeologist Central Circle, Bhopal, in refusing to employ Shri Yahya Khan S/o Shri Unus Khan, workman with effect from 1-4-1980 is justified? If not to what relief is the workman entitled?”

2. The case of the workman is that he was appointed on a clear vacancy of the post of labour in the year 1977 by the management of Archaeological Department of Survey of India at Sanchi. From that date he worked for four years. However, his services were arbitrarily with anterior motive terminated with effect from 1-4-1980 without assigning any reason, show cause notice or departmental enquiry. During his service he enjoyed all the facilities of a permanent employee and thus acquired the status of permanent employee by virtue of law. His termination is an act of victimisation, unfair labour practice and malpractice. He be therefore reinstated with full wages.

3. The case of the management is that the workman Shri Yahya Khan was employed as a casual labour at Sanchi purely on daily wages against the sanctioned estimate of ‘maintenance of Archaeological Colony at Sanchi for the financial year April 1979 to March 1980. As the sanctioned period of the labourers was over and there were strict instructions of the Director General, Archaeological Survey of India to discontinue all the labourer with effect from 1-4-1980 and not to engage any labourer in anticipation of sanction as done earlier. So the services of casual labourers including Shri Yahya Khan were terminated on the lapse of sanction with effect from 1-4-1980. Shri Yahya Khan was never in continuous employment from 27-7-1976 to 1-4-1980. He was engaged on year to year basis against different sanctions on different jobs at different site i.e. Group of Monuments at Vidisha, Group of Caves at Udaigiri, Monuments at Sanchi and lastly at the Archaeological Colony at Sanchi. Later on

request of a fresh sanction Director General sanctioned reduced strength of labours for Monuments but did not agree approval for engagement of labourers at the Archaeological Colony of Sanchi for the year 1980-81. However, the old casual labourers were re-employed one by one after getting sanction from the Director General. But the workman Shri Yahya Khan did not turn up so on the quest of his father Shri Yunus Khan his brother Shri Munna was employed. The workman, Shri Yahya Khan came back to Sanchi after a gap of 16 months and wanted re-employment but as there was no vacancies he could not be re-employed. The allegations of demanding bribe etc. are totally false. The work for which the workman was employed was for specific period, hence he was not entitled to one months notice.

4. Before I take up the reference which is a point in issue I will take up preliminary objection raised by the management that Archaeological Department is not an industry as it does not carry on any commercial activity of manufacture or sale etc. In this connection certain rulings are cited wherein it has been held that P.W.D. and Cultural Educational activities are not industries within the meaning of I.D. Act. To this it is suffice to quote the case of Bangalore Water Supply and Sewage Board Vs. A. Rajappa and others (AIR 1978 SC 548) wherein it has been held as under:—

“Industry” as defined in S. 2(j) has a wide import.

Where there is (i) systematic activity, (ii) organised by co-operation between employer and employees (the direct and substantial element is commercial), (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss e.g. making, on a large scale, prasad or food), prima facie, there is an “industry” in that enterprise.

Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.”

In view of the above authority in the case of Archaeological Department there is employer and employee relationship and the activities carried on by the department is employing workers at large scale to carry out their various objects of discovery, maintenance, repair etc. I am, therefore, of the opinion that Archaeological Department is an ‘industry’ within the meaning of Sec. 2(j) of the I.D. Act.

5. Coming to the reference I find that the contention of the management that the workman was a casual labour and was employed against the sanctioned estimate for the year 1980-81 is correct as is borne out from Ex. M/1 letter date 25-3-1980 of the Director General with the attached work lists Ex. M/5 and Ex. M/6, Ex. M/2 the sanction with the attached list of works Ex. M/3, letter Ex. M/4 dated 15-5-1980 of the Director General with the attached list and Muster Rolls Ex. M/7 and Ex. M/8. However, it is also not disputed by the management that the workman worked from 27-7-76 to 1-4-1980, similarly against different sanction on different jobs at different sites. This is also admitted by the workman Shri Yahya Khan (W.W.1).

6. The contention on behalf of the management is that since the workman was appointed for specified period against the sanctioned work of 1980-81 he was neither entitled to one month’s notice or retrenchment compensation. His services were no longer required. Therefore it neither amounts to termination nor retrenchment. I will examine his aspect of the contention in the light of the pronouncements made by the Courts.

7. In the case of Robert D’Souza Vs. Executive Engineer, Southern Railway and another (AIR 1982 SC p. 854) the workman was a casual labour like the present workman who had acquired the status of temporary servant and was held to be entitled the protection of Sec. 2(oo) of the Act. In the instant case the workman had put in nearly four years

continuous service. It is not the case of the management that he had not put in 240 days service each year. Therefore at least he will be deemed to be in continuous service. Thus his case is covered by the observations made in the case of Mohan La. Vs. Management of M/s. Bharat Electronics Ltd. (AIR 1981 SC 1233) by the Supreme Court which is as under :—

"Niceties and semantics apart, termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases in the section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action, voluntary retirement of the workman, retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf and termination of the service of a workman on the ground of continued ill-health."

"In the instant case termination of service of the appellant does not fall within any of the exceptions or to be precise, excluded categories. Undoubtedly therefore the termination would constitute retrenchment. It is well settled that where prerequisite for valid retrenchment as laid down in Section 25-F has not been complied with, retrenchment bringing about termination of service is ab initio void."

"Before a workman can complain retrenchment being not in consonance with Section 25F, he has to show that he has been in continuous service for not less than one year under that employer who has retrenched him from service. Section 25-B is the dictionary clause for the expression 'continuous service'."

8. For the reason aforesaid I am of the opinion that termination of the workman with effect from 1-4-1980 amounts to retrenchment within the meaning of Sec. 2(oo) of the Act and his termination being not in accordance with the provisions Sec. 2(oo) and Sec. 25-F of the Act is void ab initio.

9. On behalf of the workman two other contentions were also raised, one is about the demand of illegal gratification in support of which he gave his own statement and examined Syd. Mohd. Ali (W.W. 2), his father Mohd. Yunus (W.W. 3) and Balram (W.W.4). This contention appears to have no truth. Firstly he did not make such allegations in his letter to the Prime Minister. Secondly this fact was not put in cross-examination of the Officer, Shri Laxman Prasad R. Mohnaiani (M.W. 2). Thirdly in view of my finding above it becomes irrelevant.

10. The second contention is made that persons junior to him and even new persons have been re-employed against the well established rule of First come last go. In this regard the statement of the father, Shri Yunus is pertinent. He has admitted that Shri Yahya Khan was called at the time of re-employment which is contrary to the plea of the workman that he was never called. Therefore this objection is also overruled.

10. It seems to me that normal order when the termination is held to be unjustified as in the instant case reinstatement with continuity of service and payment of full wages from the date of dismissal to the date of reinstatement.

11. Now the question arises whether the workman who was in the relevant year engaged as casual labour against seasonal sanction for the specified period is entitled to reinstatement as a normal rule.

12. In this connection, the learned Author, Shri Vithalbhai B. Patel his book 'Law on Industrial Disputes, Third Vol. I at page 377 commented in view of the various pronouncements of the Courts in the following words :—

"The definition of the term 'workman' includes a casual worker and a seasonal worker also. More so when a casual worker is entitled to wages if he reports for work, notwithstanding that no work was given to him. But the employment of casual workers

appointed only for a specific period or for a particular work automatically comes to an end; and there is no rule or law which contemplates that such an employee must be given work again by the employer. But he cannot be denied retrenchment compensation Section 25-F if satisfies the requirement of section 25-B of the Act."

13. Section 25F of the I.D. Act provides that no retrenchment is to be made unless one month's notice is given or one month's wages has been paid in lieu of notice and the workman has been paid at the time of retrenchment compensation which shall be equivalent to 15 days average pay for every year completed service etc. Admittedly this has not been done. The workman is therefore entitled to this amount, since he is not entitled to reinstatement in view of the citation (*ibid*). Consequently, the reference is answered as under :—

That the action of the Superintendent, Archaeological Department, Central Circle, Bhopal in refusing to employ Shri Yahya Khan, workman, with effect from 1-4-1980 is justified. As the provision of Sec. 25F of the I.D. Act has not been complied with, he be paid one month's pay in lieu of notice and 15 days average pay for every completed year of continuous service i.e. for the year 1976-77, 1977-78, 1978-79 and 1979-80 within three months of the publication of the award failing which the workman will be entitled to interest @9 per cent per annum from the date of publication of award till the amount is paid. No order as to costs.

Dated : 31-10-1985.

V. S. YADAV, Presiding Officer
[No. L-42012(38)/82-D.IIB]

का. आ. 5543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजहारा आइरन और माइन्स, भिलाई स्टील प्लाट, भिलाई डिस्ट्रिक्ट दुर्ग (म.प्र.) के प्रबंधतात्र से सम्बद्ध नियोजकों और उनके कर्मकारों के लिए अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाध के पांचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 नवम्बर, 1985 को प्राप्त हुआ था।

S.O. 5543.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, Bhilai, District Durg (M.P.) and their workmen, which was received by the Central Government on the 8th November, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/29 of 1985

(Transferred to this Tribunal vide Ministry's Order No. 1125(1)/85-D. IV(B) dated 8-2-1985 from Jabalpur)

PARTIES :

Employers in relation to the Management of Rajhara Iron Ore Mines of Bhilai Steel Plant, Bhilai

AND

Their workmen.

APPEARANCES :

For the Employers—1. Shri D. C. Henry, Sr. Law Officer

2. Shri G. P. Peter, L.W.O.

For the Workmen—No appearance.
INDUSTRY : Iron Ore Mines. **STATE :** M.P.
 Bombay, dated the 25th October, 1985

AWARD
 (Dictated in the open Court)

By their order No. L-26012(31)/83-D.III(B) dated 3rd April, 1984 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, Bhilai in superannuation Shri M. B. K. Nair, Signal Technician, P. No. 78253 with effect from 28th February, 1983, is justified? If not, to what relief is the workman concerned entitled?"

2. The dispute has arisen because of the alleged contention of the Union and the workman regarding incorrect birth date noted in the management papers. The workman Shri M. B. K. Nair, joined the service on 10th December, 1958. Before this it seems that he was in the military service. At the time of entry in the service it was represented that according to the date of birth noted in the school papers his birth date was 8th January, 1924 but while preparing the service book it was noted as 25th February, 1925 and again at the time of preparing posting slip he declared his date of birth as 3rd March, 1925 and when Contributory Provident Fund declaration and nomination form was filled the date mentioned was something different namely 2-10-1925. The company however accepted the date as stated at the time of making entry in the service book namely 25th February, 1925. As per the rules of the company, superannuation being at the age of 58 years he was retired on 28th February, 1983. Before that however in the year 1980 i.e. on 15th February, 1980 an application came to be preferred by the workman for changing the birth date as 23rd December, 1927 on the strength of an entry in the Discharge Certificate as 20 years of age as on 4th August, 1947 and his contention is that on the strength of the said birth date he should have been retired on 4th August, 1983 instead of 28th February, 1983 as per the rules. The workman pursued his application and submitted various applications dated 10th March, 1980, 18th March, 1980, 3rd April, 1980 and 8th February, 1983 but the management did not accede to the request on the ground that if any corrections were to be made in the date of birth that should have been done at the time of entry in the service or about the same time and atleast not within five years from the date of retirement.

3. Ultimately this has led to the present dispute and the contention of the workman is that the correct date of birth is 23rd December, 1927 and he should have been made to retire in the month of December, 1985.

4. The management has refuted all these contentions of the workman and stated that they had adhered to the retirement as noted in the service record at the time of entry in the service in the year 1958.

5. Since the contention is about the alleged error in the date of birth the burden of proof naturally falls on the workman or the union to establish the error which the Union and the workman have failed to do. Despite repeated chances given for adducing evidence the Union did nothing except sending telegrams thus avoided attending the date of hearing. On record therefore there is neither the word of the workman nor any other proof of School Leaving Certificate etc. which since the workman had learnt upto 8th Standard he could have very well easily produced.

6. In the absence of any such authentic evidence, the workman is relying upon the certificate issued by the Military authorities where his age is mentioned as 27 years at the time of completion of the form. In the first place that was the estimate of age and the certificate nowhere shows the correct or exact date of birth. In view of the probability of age stated when exact proof is expected we cannot rely upon the certificate issued by the Military authorities to advance the case of the workman. Against this, he who is ex-military serviceman and who has learnt upto 8th Standard at the time of entry in the service of the company had given his

date of birth as 25th February, 1925 although every time he was changing the exact date. When the entry in the service record was 25th February, 1925 and to the knowledge of the workman and when till 1980 i.e. almost 22 years that entry stood, now all of sudden he cannot be allowed to turn around and say that there is an error made in making entry. Furthermore, if his contention about error is regarding the date of birth then cogent proof from time workman or the Union was necessary which as already indicated they have failed to adduce. The result is that there is nothing on record to hold that the company wrongly noted the date of birth and once it is held that his date of birth was 25th February, 1925 the superannuation being at the age of 58 years the retirement on 28th February, 1983 can never be said to be wrong and unjustified. The result is that the workman deserves no relief.

Award accordingly.

M. A. DESHPANDE, Presiding Officer
 [No. L-26012(31)/83-D.III.B]

का. आ. 3544.—अधीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की भारा 17 के अनुसरण में, केन्द्रीय सरकार कृष्णवार लाइम स्टोन कम्पनी लिमिटेड, पोस्ट ऑफिस बनजारी, जिला रोहतास के प्रवंधतंत्र से संबद्ध नियोजकों और उनके कर्मकारों के बीच अनवंध में निर्विचित अधीयोगिक विवाद में केन्द्रीय सरकार अधीयोगिक अधिकरण-2, धनबाद के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 11 नवम्बर, 1985 को प्राप्त हुआ था।

S.O. 3544.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dharbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Messrs Kuchwar Lime Stone Company Limited, Post Office Banjari, Distt. Rohtas and their workmen, which was received by the Central Government on the 11th November, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 15 of 1985

In the matter of Industrial Disputes under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Messrs Kuchwar Lime Stone Co. Ltd., P.O. Banjari, Distt. Rohtas and their workmen.

APPEARANCES :

On behalf of the employers—Shri B. Lal, Advocate.

On behalf of Rohtas Mazdoor Panchayat—Deoki Nandan Prasad General Secretary.

On behalf of Kaimur Range Mazdoor Union—None.

STATE : Bihar **INDUSTRY :** Limestone.
 Dhanbad, the 31st October, 1985

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-29011/51/84-D.III (B) dated 2nd February, 1985.

SCHEDULE

"Whether the action of the management of M/s. Kuchwar Lime and Stone Co. Ltd., P.O. Banjari Distt.

Rohtas in declaring a Lock out in their Limestone Mines and Establishment at Banjari Bharhi and Hatni-Utni with effect from 7.00 A.M. on the 30th July, 1984 is justified ? If not, to what relief are the workmen concerned entitled ?"

The case of the management is that the workmen did not raise any demand before the management regarding the action of the management declaring the lock out with effect from 30-7-84. M/s. Kuchwar Lime and Stone Co. Ltd. is very old concern and the management had not declared a lock out in the limestone mines except the present lock out declared with effect from 30-7-84. Due to inter and intra union rivalries trouble arose in the limestone mines so that the union may get their foot hold on the workers and for that purpose different factions of the union started instigating the workers to indulge in violence and various acts of indiscipline causing loss in the production from the year 1983. There is one Kaimur Range Mazdoor Union which has two factions, one led by Shri Bipin Behari Sinha and other by Shri Girish Narayan Mishra. There is yet another union of the workmen known as Rohtas Mazdoor Panchayat led by Shri Deoki Nandan Prasad as General Secretary. All these unions had been indulging in creating act of violence, vandalism and indiscipline. Since the beginning of 1983 the workmen of the Limestone mines started indulging in acts of violence and resorted to go slow hunger strike obstructing work and despatch of the products to various destinations giving threats to the managerial and supervisory staff causing loss to the work in progress. The workmen had created a reign of terror at the mines. The Officers and staff of the management were gheraoed several times at the mines and the workmen stopped supply of drinking water to the officers who were gheraoed by them. The management was under heavy constraints to run the mines in such a tense situation. The management had issued chargesheets notices and warnings to the workmen indulging in acts of violence and indiscipline but it had no effect on the workmen and the situation continued to deteriorate. On 1-6-84 Shri S. P. Chatterjee, Mines Manager was badly assaulted at the mines office by the workmen. An FIR lodged to the Police and a criminal case was taken up against the persons involved in the said assault of Shri S. P. Chatterjee. When Shri S. P. Chatterjee was badly injured, the management deputed Shri S. Paul as the Mines Manager Incharge. On 30-6-84 some workers prepared and conspired to assault Shri S. Paul. The Havilder of the Company came to know of the said conspiracy to assault Shri S. Paul and as such the plot to assault Shri S. Paul could not materialise. An information to that effect was lodged before the police. The situation became so tense that the officers and other staff of the company were not prompted to work under such situation who were always apprehensive of their lives. The management, however, continued to run the mines and in order to prevent any further act of violence the local authorities deputed armed police force at the mines. The tense labour situation was not improving and the manager and the officers being naturally expressed their inability and unwillingness to work any more and as such the management had no alternative but to declare lock out under the compelling situation. The notice dated 28-7-84 declaring lockout with effect from 30-7-84 was given to all the concerned containing the reasons for declaring the lock out. The management never wanted to continue the lock out even for a day more than what was considered necessary. As soon as the workmen gave an assurance and undertaking to work and to maintain peace and harmony, the management lifted and withdrew the lock out with effect from 25-9-84. The management had not indulged in any kind of unfair labour practice and any kind of repressive measure and had not indulged in encouraging any kind of union rivalries. The management themselves had to suffer a huge loss due to the lock out as their production was stopped and the management had to pay wages to unproductive staff like security guards supervisors and others who were kept on duty during the period of lock out to protect the property of the management. The action of the management in declaring the lock out was legal and proper and as such the workmen are not entitled to any relief.

"Two W.S. have been filed in this reference on behalf of the two unions representing the workmen of M/s. Kuchwar Lime Stone Co. One set of W.S. has been filed by the workmen belonging to Rohtas Mazdoor Panchayat and the

other W.S. has been filed by the workmen belonging to Kaimur Range Mazdoor Union. The case of the two unions in the W.S. is almost the same.

The case of the workmen is that Kuchwar Lime Stone Co. is a private concern having its office at Kuchwar (Banjari) in the district of Rohtas. The said company is carrying on business of mining lime stone and supplying the same to the different cement factory namely M/s. Kalyanpur Lime Stone Co., M/s. Rohtas Industries Ltd. and is also supplying limestone for lime kilns, in different parts of Bihar and Bengal. It has its quarry office at Kuchwar, Bharoi and Hatni-Utni all in the district of Rohtas. A meeting of Kaimur Range Mazdoor Union was held on 5-7-84 by which a resolution of demand was unanimously adopted for revision of wages etc. of the workmen. The demands were submitted to the management and other Government officials by the letters dated 11-7-84. Similarly Rohtas Mazdoor Panchayat also served a charter of demand dated 28-6-84 on behalf of the workmen to the management. The management did not consider the demands of the union and started victimising the officials of the union and the workmen by resorting to the lock out with effect from 30-7-84 in the Mines and office without assigning any proper reason and against the provisions of the Industrial law. There are reasons given by the management in the annexure of the notice dated 28-7-84 which were vague, imaginary and without foundation. There was neither any tension nor any threat were given by the workmen to the officials of the management. The management simply referred to the matter of assault of two months back and made it reason for declaring lock out for which there was no immediate cause. A Tripartite agreement of 1982 between the management and the union for wage etc. was going to expire in July, 1984 and a new wage agreement was being anticipated by the workers and as such management took this drastic step of lock out at the mines as a punishment to the workmen's demand of wage revision etc. The management has referred in their notice of lock out that due to non-fulfilment of tripartite Industrial Tribunal Award regarding the "Jugar", the management had to take drastic step of lock out but prior to the said notice the management had never referred to any authorities and the union for the violation of the same. The said notice was illegal as per Section 23 of the Industrial Disputes Act, which prohibits the management for declaring the lock out while the award is in operation. The union protested against the lock-out notice to the management and demanded immediate withdrawal of the same with wages. The notice of lock out is not in conformity with the provisions of Section 24(3) of the I. D. Act and as such the declaration of lock out was illegal and unjustified. The management even on demand by the union before the conciliation officer did not produce any document of proof in support of their allegations made in the notice of lock out. There was no incidence of endangering lives of the officers and loss of property of the company on and round the date of the notice of lock out. On the above facts it was submitted that the lock out be declared as illegal and unjustified and that the workmen should be paid with their full wages for the entire period of lock out from 30-7-84 to 25-9-84.

The question to be determined in this reference is whether the management was justified in declaring the lock out with effect from 30-7-84 and whether the concerned workmen are entitled to the wages for the period of lock out.

The management examined three witnesses in support of their case. Rohtas Mazdoor Panchayat examined two witnesses in support of the case of the workmen. Besides that the workmen produced two documents which have been marked as Ext. W-1 and W-2. The documents produced on behalf of the management have been marked as Ext. M-1 to M-32.

During the actual hearing of the case Kaimur Range Mazdoor Union did not contest and the reference was hotly contested by the Rohtas Mazdoor Panchayat only:

It is admitted case of the parties that the lock out in M/s. Kuchwar Lime Stone Co. Ltd., was declared with effect from 7.00 A.M. on 30-7-84 and the same was lifted with effect from 25-9-84. The reasons for the lock out are fully stated by the management in the notice of lock out Ext. M-2 dated 28-7-84. The reasons for declaring the lock out are explained in annexure I to the notice of lock out. It is therefore to be seen whether the allegations made in the said annexure have been

established and whether the established causes are enough to justify the lock out by the management. A large number of documents have been filed on behalf of the management to show the conditions prevailing in the time some names and its offices justifying the lock out. I would therefore deal with all the 7 reasons stated in the annexure I to the notice of lock out Ext. M-2. In the first para of the annexure it is stated that individual grievances of the workmen instead of being placed through proper channel according to the prevailing rules were not followed and many workmen used coercive methods toward the manager and officers for their redressal irrespective of merit and that while the management expressed their inability to redress such unwaranted grievances the officers were threatened with physical violence. It is further stated that these actions on the part of the workmen were mostly related to the demanding advances on fictitious grounds, claiming reimbursement of the value of medicines in complete disregard to the existing rules of the Company. So far this allegation is concerned the evidence is almost nil and some documents which have been filed to establish this fact are not direct on the point and are of a period much before the period when the lock out was declared.

In the second para of the annexure it is stated that the Mines Manager Shri S. P. Chatterjee was assaulted within the premises of the Company on 1-6-84 and that if there had been no timely intervention he would have been killed. The said fact appears to be true and there is overwhelming evidence on this score. Shri S. P. Chatterjee has been examined as MW-2. He has stated that on 1-6-84 some workmen assaulted him and he had received injury on his left shoulder and was admitted in the Sadar Hospital for the treatment of his injuries. He has stated that he had remained in the hospital for four days and thereafter he was treated at his residence. Ext. M-2 is the copy of FIR which was lodged by Shri S. P. Chatterjee at P. S. Rohtas. It will appear from the FIR Ext. M-5 that the workmen Jogeshwar Singh had come to him for limestone and he had asked Jogeshwar Singh that he would get the lime when the Incharge comes and that there was some altercation and Jogeshwar Singh went out of the office threatening him to assault. It further appears that at about 5.45 P.M. on that very day when he was returning back to his residence the said Jogeshwar Singh and his associates Sheonaryan Ram and Ganga Prasad assaulted him causing him injury. Ext. W-2 dated 31-7-84 is a petition by the Secretary of Rohtas Mazdoor Panchayat before the ALC(C), Kadambuan, Patna regarding the illegal notice of lock out dated 28-7-84. It is stated in para-1 of Ext. W-2 that none of the members of his union had assaulted or threatened any officer of the management. In para-2 and 3 it is stated that the members of his union did not assault Shri S. P. Chatterjee. It will thus appear from this that the assault of S. P. Chatterjee on 30-6-84 is not denied. The denial is that the members of the Rohtas Mazdoor Panchayat had not assaulted Shri S. P. Chatterjee. MW-1 who is a Havildar and MW-3 Rajendra Singh Personnel-cum-Welfare Officer have also stated about the assault of Shri S. P. Chatterjee by some workmen. In view of the above evidence I feel no hesitation in holding that Shri S. P. Chatterjee was assaulted on 1-6-84 by some workmen.

The FIR Ext. M-5 to which I have already referred shows that three persons had assaulted Shri S. P. Chatterjee as lime was not supplied by the management to Jogeshwar Singh. The assault on the individual demand of lime does not appear to be a general cause of the workmen and the said assault was an act of three individuals and it could not be attributed to the entire community of workmen of the Kuchwar Lime Stone Co. It will also appear that the assault of Shri S. P. Chatterjee took place on 1-6-84 whereas the lock out was declared from 30-7-84 almost two months after the said assault, and as such the said assault on Shri S. P. Chatterjee cannot be an immediate cause for the declaration of lock out.

In para 3 of the annexure to Ext. M-2 it is stated that attempt was made to assault Mines Manager Varohi within the premises of the company near the general office on 30-6-84 by a few workmen. MW-1 Shri A. K. Sharma, Havildar of Kuchwar Lime Stone Co. has stated that after the assault on Shri S. P. Chatterjee one Shri Paul was called to work as Manager from Barohi Mine. He has further stated that on 30-6-84 the labourers were seeking to assault Shri Paul and that he went to the residence of Shri Paul and informed him that some labourers were seeking to assault him and thereafter Shri Paul did not go on duty and Shri Paul left the work and

went away. He has further stated that the Police Station was informed of the fact. Ext. M-1 is an information dated 30-6-84 by M.W. 1 in which is stated that he learnt that Shri Surajdev Ram and Ganga Singh are ready to quarrel and assault the Manager Shri Paul and that he himself saw Surajdeo Ram and Ganga Singh armed with lathi sitting in the hospital. It does not appear from Ext. M-1 that MW-1 had made enquiries from Surajdeo Ram and Ganga Singh if they were sitting to assault Shri Paul. The evidence of MW-1 and Ext. M-1 do not clearly establish that the said two persons were seen in the hospital armed with lathi were sitting there for the purpose of assaulting Shri Paul. MW-3 has stated that on 30-6-84 the workmen had planned to assault Shri S. Paul but his evidence is hearsay and is of not much importance to show that the workmen had planned to assault Shri S. Paul on 30-6-84.

Para-4 of annexure I to Ext. M-2 alleges that few misguided workmen under the influence of so called leaders had been constantly inciting all sections of workmen in unauthorised meetings forcibly held within the premises of the company to resort to intimidation, disobedience and threatening to individual officers with physical violence. The management has produced some documents to support the said allegation. Ext. M-6 dated 30-6-82 is an information sent to the Officer Incharge, Rohtas Police Station in which it is stated that since 28-6-1982 about 100 workers led a procession with slogan from the office to officers quarters and that the procession was peaceful. Ext. M-7 dated 3-7-82 is also an information sent to the Officer Incharge, Rohtas P.S. in continuation of the information Ext. M-6 in which it is stated that the workers are still continuing to lead procession from the office to Bunglow everyday and that the demonstration was peaceful and normal. Ext. M-8 dated 3-8-82 is an information by the management to the Officer Incharge Rohtas P.S. in which it is stated that on 23-8-82 a meeting of the workers was held under the leadership of Shri Yogeshwar Singh Branch Secretary, Rohtas Mazdoor Panchayat in which misleading speech twisting the agreement was made. As a result of it the workers did not accept the wages which was made over to them on 24-8-82. It is further stated that Shri Nageswar Singh instigated the workers to take direct action if wages are not paid according to the old rate. Ext. M-9 dated 1-9-82 is a letter from the Manager to the AIC(C), Patna informing that on 1-9-82 in the morning shift most of the workers had gone on sudden strike and collected in front of the office. In this letter also an intimation was made as reported in Ext. M-8. It is further stated in Ext. M-9 that good sense prevailed in some of the workers who started taking their payment on 26th and 27th instant and that Shri Nageswar Singh also intimated the willingness of the workers to accept the pay packets. Ext. M-10 is an information dated 1-9-82 to the Officer Incharge Rohtas Police informing that some of the workers had gone on sudden strike but they were peaceful. Ext. M-11 dated 9-11-82 is an information by the management to the officer Incharge Rohtas P.S. against some workers representative of Kaimur Range Mazdoor Union who have started hunger strike with effect from 9-11-82 at 9 A.M. It is also stated that the strike is normal and peaceful. Ext. M-12 dated 12-11-82 is an information sent by the management to the Officer Incharge Rohtas P.S. informing that Shri Bindra Singh and Shri Sankar Pd. Singh has started Amaran Anasan (hungerstrike till death) with effect from 12-11-82 at 9.00 A. It is also stated in it that the two persons on hunger strike belong to Kaimur Range Mazdoor Union but they are on hunger strike without the consent of the President or the office Bearer of the union. Ext. M-13 dated 22-1-83 is also an information by the management to the officer Incharge Rohtas P.S. It is stated that when the Asstt. Manager called Shri Bindra Singh at 9.30 A.M. on 22-1-83 to ask as to why he was not going to attend his duty in the mine. Shri Bindra Singh started speaking bluntly and threatened the Asstt. Manager. Ext. M-14 dated 25-2-83 is an information by the Manager to the Officer Incharge Rohtas P.S. informing that some workers who were appointed only for 2 months started raising slogans when their services were terminated from 25-2-83. It is stated that they were raising slogan with an attitude to start gherao. It does not actually show that they were shouting to gherao any officer. Ext. M-15 dated 10-3-83 is another letter from the Manager to the Officer Incharge, Rohtas P.S. informing that on 9-3-83 at 5.30 P.M. a meeting was held by the workers of Rohtas Mazdoor Panchayat union led by Shri Janak Saw and Shri Parmeswar who instigated the workers to stage gherao

and they told the workers to gherao the manager and the Asstt. Manager administration at any place which has created tension and coercive atmosphere at the mine. Ext. M-6 dated 8-3-83 is an information by the Management to the Officer Incharge, Rohtas P.S. informing that the representative of Rohtas Mazdoor Panchayet held a meeting on 17-3-83 at Mines premises and it was learnt that they had been instigated the workers to confine illegally the Manager and other supervisory staff. Ext. M-17 dated 17-5-83 is a letter from the Manager to ALC(C), Patna informing him that certain section of the staff have gone on sudden token strike from the morning of 7-5-83 and that some of the staff are obstructing the despatch of limestone from the mine and they are also obstructing the willing staff from reporting to their duties. Ext. M-19 dated 21-6-83 is a letter from the Manager to the Officer Incharge Rohtas P.S. informing that a section of workmen including the staff of the company stopped the office work without any notice to the management on 21-6-83 and were obstructing the loaded trucks to stop the despatches. It is also stated in it that the situation is peaceful. Ex. M-20 dated 9-7-83 is a letter written by the mines manager to the DIG of Police, Central Range, Patna informing him that from 21-6-83 to 28-6-83 some of the workman absented from duty without permission and prevented the movement of the trucks engaged carrying limestone to cement factories and other customers and that there was no production during the said period. This was in relation to the information which had already been lodged by the Manager, before Rohtas P.S. vide Ext. M-21. Ext. M-23 dated 5-4-83 is also an information to the Officer Incharge Rohtas informing that two workmen had forcibly entered in the official residence of the acting mines Manager and started abusing him and that they had also tried to assault him but because of the arrival of the constables posted there the two persons fled away. Ext. M-24 dated 11-8-83 is an information by Dr. A. K. Kashyap to the Mines Manager informing that on 11-8-83 at about 8.30 P.M. Dasrath Ram had threatened to assault him and had abused him on refusal of the doctor to issue sick leave certificate. Ext. M-25 is a chargesheet against Dasrath Ram on complaint Ext. M-24 and Ext. M-26 dated 21-8-83 is the order of dismissal of Dasrath Ram from service. Ext. M-27 dated 19-7-84 is the English version of the notice issued to all the workmen and Ext. M-28 is its Hindi version in which there is a reference to the past acts of indiscipline of the workmen and the fall in production. These are all the documents which the management has produced which are of the period prior to the period of lock out to show the circumstances under which the management was forced to declare lock out. It will be observed from the above exhibits that all these informations to the police and ALC(C) relate to the year 1982 and 1983. Those papers do not actually disclose the compelling circumstances which had led to the declaration of lock out after such a subsequent period. Those documents do not show that any of the officers were assaulted or were gheraoed. Even if the workmen had become unruly and the production was suffering for such a longtime the management would have declared lock out much earlier and should not have waited for such a long period. There might have been unauthorised meeting in the premises of the company and the workmen might have resorted to intimidation disobedience and threat to individual officers. Those acts were much remote from the date when the lock out was declared and the same in my opinion can not be used as the circumstances to give the management a cause for declaring lock out.

In para-5 of the annexure to Ext. M-2 it is stated that for the last 2 months the management was receiving numerous complaints from its officers and senior supervisor personnel about many staff and workmen forcibly joining their duty after the specified hour as well as leaving the place of duty without permission resulting in fall of production. There is absolutely no evidence adduced by the management to show that many cases when the management took the decisions and duties after the specified hour and were living the place of duty without permission which caused the fall in production.

In para-6 of Annexure-I to Ext. M-2 it is stated that in many cases when the management took the decisions and passed necessary administrative orders, they were defied by the workmen resulting complete disruption in the administrative functions of the management. On this point also there is no evidence adduced on behalf of the management to show that the workmen were defying the reasonable decisions and orders of the Company.

In para-7 of annexure I, of Ext. M-2 it is stated that since the beginning of 1983 despite the management's constant persuasion to fulfil the task (Jugar) assigned to all the categories of workmen and there had been a progressive deterioration in the output and that the company has lost financial viability as a result of the non-cooperative attitude on the part of the workmen. MW-3 has stated in his evidence that the production had fallen down due to labour trouble just before the lock out. He has stated in his cross-examination that he has produced register to show that the production had fallen down prior to the lock out but the said register have not been exhibited in this case nor explained as to show that the production had fallen prior to the lock out. WW-2 who is a Munishi in Banjari Mines has stated that the work in the mine was being performed in a normal way prior to the lock out. He has stated that about 175 workmen working in Bharoi Mine were working peaceful in the mine and they were not concerned with any assault or abuse. He has further stated that the work of other mine in Kuchwar Limestone was also being done in the normal way prior to the lock out. He has stated that all the workmen of the mines were dead their proper work. He has also stated that all the procession and demonstrations of the workmen were peaceful. MW-3 has stated that no assault or damage to any property was caused about 10 days prior to the declaration of lock out. MW-1 has also stated that there was no case of assault about 15 days notice prior to the lock out and till 28-7-84. The work in the mine was going on as usual. MW-2 has stated in his cross-examination that if the number of workmen employed for mining is less, the production will be less and if there are large absenteeism the production may fall. He has further stated that during the marriage season from the month of April to June workmen go on leave in connection with marriage. Thus from this the workmen have tried to show that prior to the declaration of the lock out the workmen absent because of the marriage season and as such even if there was a fall in the production it was not because of indiscipline or organised unwillingness of the workmen not to work but it was because of absenteeism due to marriage Season etc. I hold therefore that the management's witnesses themselves have stated that the work in the mines was quite normal prior to the lock out and that there was no assault or damage to the property of the management about 15 days prior to the lock out. The management at best has shown that Shri Chatterjee was assaulted on 1-6-84 and since then there is no document to show that there was any specific instance of assault or indiscipline on the part of the workmen. As such I fail to find any cause for the declaration of lock out in the immediate past giving cause to the management to make a valid declaration of lock out.

Ext. M-3 and M-4 dated 19-9-84 are assurance given by the Office bearers of Rohtas Mazdoor Panchayat and Kaimur Range Mazdoor union in which it is stated that the workmen will not commit any violence for their grievance and demand or any other reason and that all the members of their union will strictly abide by the standing orders, rules and regulations of the Company. They also stated that the union also hope that the management will also follow the standing order in true sense and lock into the individual grievance for quick redressal. Thus these two documents do not show that the union had accepted to have committed acts of violence and had indulged in any coercive method.

The workmen have produced Ext. W-1 dated 28-6-84 which is a charter of demand presented by Rohtas Mazdoor Panchayat before the management. It will appear that the management had received the said demand. It is submitted on behalf of the workmen that both the union had presented their charter of demand before the management after holding a meeting on 27-6-84 and it was stated that in case the demand was not fulfilled within a short time the workmen would start their agitation. As we do not find from the evidence adduced on behalf of the management that there was any immediate cause for the management to declare lock out it appears quite probable the demand of the workmen which was made after holding meeting was the immediate cause which had led the management to declare the lock out in order to teach a lesson to the workmen. So that the demand may be frustrated.

In view of the discussion made above I hold that the action of the management of M/s. Kuchwar Lime & Stone Co. Ltd. P.O. Banjari. Distt. Rohtas in declaring a lock out

in their Lime Stone Mines and Establishment at Banjari, Bharuhi and Hatni-Utni with effect from 7.00 A.M. on the 30th July, 1984 is not justified. As such the workmen are entitled to the wages for the period of lock out i.e. from 30-7-84 to 23-9-84.

This is my Award.

I. N. SINHA, Presiding Officer
[No. 29011(51)85-D.III.B]
HARI SINGH, Desk Officer

नई दिल्ली, 25 नवम्बर, 1985

का. धा. 5545.—भीषणोगिक विवाद प्रधिकारम्, 1947 (1947 का 14) की धारा 17 के प्रत्युत्तर में, केन्द्रीय सरकार द्वारा माजरी कालियारी, सब-एडिया म. 1, बैस्टर्न कॉलफॉल्ड लि. के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट भीषणोगिक विवाद में केन्द्रीय सरकार भीषणोगिक प्रधिकारण स. 2, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20 नवम्बर, 1985 को प्राप्त हुआ था।

New Delhi, the 25th November, 1985

S.O. 5545.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of New Majri Colliery, Sub-Area No. 1, Western Coal Field Limited and their workmen, which was received by the Central Government on the 20th November, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

Reference No. CGIT-2/48 of 1985

PARTIES :

Employers in Relation to the Management of New Majri Colliery, Sub-Area No. 1, Western Coalfields Limited.

AND

Their Workmen

APPEARANCES :

For the Employers.—Shri R. Menon, Advocate.

For the workman.—Shri S. R. Pendre, General Secretary, Lalzenda Coalmines Mazdoor Union.

INDUSTRY : Coal STATE : Maharashtra
Bombay, the 1st November, 1985

AWARD

By their order No. L-22012(46)84-D.V dated 19-6-1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947:—

"Whether the management of M/s Western Coalfields Limited, in New Majri Colliery, under Sub-Area No. 1, P.O. Shivji Nagar, Dist. Chandrapur (MS) is justified in terminating the services of workman Shri Dasaraf Yellaiah underground loader with effect from 6-8-1984? If not, to what relief the said workman is entitled?"

2. The workman Shri Dasaraf Yellaiah was serving as an Underground Loader. It seems because of Duomal Ulcer he was required to be operated upon and was on leave upto 26-2-1983 and thereafter he was given a fitness certificate by the Medical Officer of the Colliery and he reported for duty on 28-2-1983 but without doing any work he left the place of work and since 28-2-1983 he was continuously absent without any leave. A charge-sheet therefore was served on him under clause 18(1)(n) of the Standing Orders of the Colliery namely he was continuously absent without permission and without satisfactory cause for more than 10 days and an enquiry was ordered for which purpose Shri P. G. Jahagirdar was appointed as Enquiry Officer and Shri N. C. Choudhary, Under Manager was to represent the colliery. Since Shri Choudhary was on leave for some days his place was taken by Shri S. S. Malhi but on assumption of his duty Shri Choudhary continued to lookafter the work

of representing the colliery before the Enquiry Officer. The workman who pleaded not guilty wanted to appoint Shri Pendre as his defence representative but he not being a co-worker, serving in some other colliery, on account of objection raised by the management representative Shri Pendre was not allowed to represent and therefore Shri Damodhar Burchunde, co-worker represented the defence side. For one reason or other the matter was protracted and ultimately fixed for hearing on 4-2-1984 on which day on the ground that Shri Choudhary should not have represented the management the defence raised an objection and when the Enquiry Officer overruled the same, both the workman and his representative left the place of enquiry as a result of which the Enquiry Officer had to proceed with the proceeding ex parte.

3. During the course of enquiry statements of Shri N. C. Choudhary, A. K. Nasane and H. U. Thul were recorded who stated that during the relevant period i.e. 28-2-1983 to 7-7-1983 the workman remained continuously absent without leave. The Enquiry Officer therefore relying on this evidence supported by record which was brought by the witnesses, held the charge established and agreeing with the said finding the Manager passed the order of dismissal, dated 6-2-1984 against which the workman seems to have gone on appeal but without any effect and hence the present dispute.

4. The contention of the workman is that he had no proper opportunity to represent and secondly it is contended that the order of dismissal is harsh and disproportionate especially considering that the workman was suffer from Duomal Ulcer and he was required to be operated upon and all along his demand was to give light duty instead of his own work as a Loader.

5. All these contentions have been refuted by the management who supported the enquiry and the findings.

6. The issues which arise for determination and my findings are:—

ISSUES

FINDINGS

1. Was the enquiry against the workman fair and proper ? Yes
2. Does the workman prove that no proper opportunity was given to defend himself ? No
3. Are the findings arrived at by the enquiry officer reasonable and proper ? Yes
4. Was the Enquiry vitiated ? No
5. If yes does the management prove the misconduct before the Tribunal ? Does not arise.
6. Was the punishment awarded harsh and disproportionate ? Yes
7. Whether the action of the management dismissing the workman justified ? No
8. To what relief the workman is entitled ? As per award.
9. What award ? As per award.

7. The record speaks that when the enquiry was fixed on 4-2-1984 and which was attended by the workman, he on flimsy ground that the management could not have appointed Shri Choudhary as their representative and so raising the protest he along with the co-worker left the place of enquiry. Really speaking who was to represent the management was not the concern of the workman and management was entitled to appoint anybody of their choice. In the absence of the workman therefore the Enquiry Officer had no other go but to proceed with the enquiry and accordingly he recorded the evidence of the witnesses whose words were allowed to go unchallenged and therefore the finding that the workman remained absent during the relevant period without any leave etc. becomes unassailable. Neither the Union nor the workman has proved as to how the enquiry was unfair and improper and if there was no cross-examination of the witness cited by the management, the Union and the workman should blame themselves. The plea that

there was no proper opportunity or that the enquiry was vitiated carries no substance.

8. When the witnesses had stated that from 28-2-1983 to 7-7-1983 the workman remained absent without leave and that when this fact was allowed to go unchallenged and further there is nothing to show that the workman had asked for leave etc. the charge of continuous absence without leave must be held to have been established and if to this finding the Enquiry Officer had arrived at no fault therefore can be found with those findings.

9. Ultimately agreeing with the conclusions arrived at by the Enquiry Officer the competent authority dismissed the workman which order in my view, is harsh and disproportionate particularly when the workman was all along pleading for light duty. That he was operated upon for Ulcer is an admitted fact. Therefore even when the charge was established the severance of relationship was not proper but the management initially should have awarded some light punishment like stoppage of increment or censure etc. However the competent authority straightaway dismissed the workman which in my view is clearly too harsh in the circumstances of the case. Therefore although the enquiry is not vitiated, although the finding of the Enquiry Officer are fair and reasonable and proper and although the misconduct was correctly held proved, as the punishment awarded is harsh and disproportionate, the order of dismissal cannot be said to be justified.

10. All along the grievance of the workman is that he is unfit for heavy duty and for that purpose he has produced Civil Surgeon's certificate. It is therefore, the duty of the management to probe into the said contention and then alone to take suitable action. The relief, therefore to which the workman would be entitled would be that he shall be sent before the Medical Board of the Colliery for medical examination. In case the Medical Board finds him fit for heavy duty as Underground Loader, he shall have to join the heavy duty against this if the Medical Board recommends light duty then the management shall take suitable action in the light of the certificate issued by the Board. The intervening period i.e. from 28-2-1983 till the workman assumes his duty whether heavy or light depending upon the Medical Board's certificate, would be treated as leave without pay but there would be continuity of service provided the workman on examination by the Medical Board and on issuance of certificate, acts in pursuance thereof and joins duty immediately.

Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. I-22012(46)/84-D.V]

का. प्रा. 5546.—श्रीदोषिक विवाद अधिनियम, 1947 (1947 का 14) की घारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा माजरी कालियरी बैस्टर्न कोलफील्ड लि. के प्रबंधतात्र से मंबद्ध नियोजकों और उनके कर्मकारी के बीच अनुवंश में विनिर्दिष्ट श्रीदोषिक विवाद के केन्द्रीय सरकार श्रीदोषिक अधिकारण सं. 2, यम्भई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20 नवम्बर, 1985 को प्राप्त हुआ था।

S.O. 5546.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of New Majri Colliery of M/s. Western Coal Field Limited and their workmen, which was received by the Central Government on the 29th November 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

Reference No. CGIT-2/50 of 1985

PARTIES :

Employers in relation to the management of New Majri Colliery of Western Coalfields Limited.

AND

Their Workmen

APPEARANCES :

For the Employers.—Shri R. Menon, Advocate.

For the Workmen.—Shri S. R. Pendse, General Secretary, Lalzenda Coal Mine Mazdoor Union.

INDUSTRY : Coal Mines.

STATE : Maharashtra.

Bombay, dated the 4th November, 1985

AWARD

By their order No. L-22012(22)/84-D. V dated 19-6-1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act :—

“Whether the management of M/s. Western Coalfields Limited, Wardha Valley Area, in sub-Area No. 1, New Majri Colliery, P. C. Shivji Nagar, Dist. Chandra Pur (M.S.) is justified in terminating the services of the workman Shri Kusum Somaiya Mallaiya, Under-ground Tub Loader with effect from 22-11-1983 ? If not, to what relief is the worker entitled ?”

2. The workman Shri Kusum Somaiya Mallaiya, who was Under-ground Tub Loader proceeded on two days leave from 10-5-1983 but did not report for duty on 12-5-1983 and ultimately joined for duty on 7-6-1983 as a result of which a charge-sheet dated 7-6-1983 was issued for his continuous absence from 12-5-1983 without leave. By his reply dated 9-6-1983 the workman pleaded illness as a ground for the absence and when the enquiry was ordered during the course of enquiry he also pleaded guilty namely he admitted to have remained absent but at the same time pleaded his inability on account of illness and certain happenings during the course of journey. Despite the plea of guilty by the workman, witnesses S/shri N. C. Choudhary and A. V. Bedekar were examined who also spoke of the absence and whose statements were allowed to go unchallenged. Even at the conclusion of the enquiry the workman pleaded guilty and pleaded for mercy but on receipt of the findings of the enquiry officer, the plea for mercy did not find favour with the management, the competent authority on 22-11-1983 having decided to dismiss him.

3. The workman has challenged the order against which the management's defence is the same.

4. The issues which arise for determination and my findings thereon are :—

ISSUE

FINDINGS

| | |
|---|-----|
| 1. Whether the enquiry was fair and proper? | Yes |
| 2. Are the conclusions of the Enquiry Officer fair, proper and legal? | Yes |
| 3. Was the enquiry vitiated? | No |
| 4. Is the order of punishment harsh and disproportionate? | Yes |
| 5. Was the action of the management in terminating the services of the workman justified? | No |

If not to what relief the workman is entitled?

As per award.

REASONS

5. There is no substance in the allegation against the enquiry which as record shows was held according to the Rules, further, opportunity was given to the workman who all along pleaded guilty of the charge and never cross-examined the witness. The findings of the Enquiry Officer that from 12-5-1983 to 7-6-1983 the workman remained absent without leave becomes unassailable.

6. The question however is whether the punishment awarded is proper. Even assuming that in the past the workman had remained absent but record speaks that even before the chargesheet was served he had produced a certificate of the Medical Officer certifying him to be ill and suffering from fever. Therefore there is sufficient cause for the workman to remain absent and the management in these circumstances could not have dismissed the workman particularly when all along he was pleading for mercy. Assuming that he was warned once in the past at best some monetary punishment should have been awarded but not the dismissal which in my view clearly was disproportionate and harsh. It seems that for one reason or other though the Conciliation Officer wanted to intervene in the matter the management was adamant. In my view therefore a punishment of warning shall be adequate. The workman shall be allowed to join duty and the intervening period shall be treated as special leave with half-pay.

Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. L-22012(22)/84-D.V]
R. K. GUPTA, Desk Officer

मई दिल्ली, 22 नवम्बर, 1985

आदेश

का. आ. 5517.—भारत सरकार के अम और रोजगार विभाग की प्रधिकृतना संख्या 2653, तारीख 24 प्रगत, 1966 द्वारा गठित प्रौद्योगिक प्रधिकरण, कलकत्ता के पीड़ासीन प्रधिकारी का पद रिक्त हुआ है।

अतः अब प्रौद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुसरण में, केन्द्रीय सरकार श्री एन. जी. चौधरी को 20-11-1985 से उक्त प्रधिकरण के पीड़ासीन प्रधिकारी के रूप में नियुक्त करती है।

[संख्या एस-11020/5/85-डी-1(ए) (ii)]

New Delhi, the 22nd November, 1985

ORDER

S.O. 5547.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Industrial Tribunal, Calcutta constituted by the notification of the Government of India in the Department of Labour and Employment Notification No. 2653 dated the 24th August, 1966;

Now therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri N. G. Chaudhary, as the Presiding Officer of the said Tribunal with effect from the 20th November, 1985.

[No. S-11020/5/85-D.I(A)(ii)]

आदेश

का. आ. 5548.—भारत सरकार के तत्कालीन अम और रोजगार विभाग की प्रधिकृतना संख्या का. आ. 2652 तारीख 24 प्रगत, 1966 द्वारा गठित अम न्यायालय, कलकत्ता के पीड़ासीन प्रधिकारी का पद रिक्त हुआ है;

अतः अब प्रौद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुसरण में केन्द्रीय सरकार श्री एन. जी. चौधरी को 20-11-1985 से उक्त न्यायालय के पीड़ासीन प्रधिकारी के रूप में नियुक्त करती है।

[संख्या एस-11020/5/85-डी-1(ए) (i)]
एस. एच. एस. प्रम्यर, प्रबन्ध सचिव

ORDER

S.O. 5548.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court, Calcutta constituted by the notification of the Government of India in the then Department of Labour and Employment Notification No. S.O. 2652 dated the 24th August, 1966;

Now therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri N. G. Chaudhary as the Presiding Officer of the said Labour Court with effect from the 20th November, 1985.

[No. S-11020/5/85-D.I(A)(i)]

S. H. S. IYER, Under Secy.

मई दिल्ली, 21 नवम्बर, 1985

का. आ. 5549.—राज्य सरकार में कर्मचारी राज्य बीमा प्रधिनियम, 1948 (1948 का 34) की धारा 4 के अन्त (प) के अनुसरण में श्रीमती रमेशी एम. द्वाक के स्थान पर श्री पी. बी. पट्ट, सचिव, गुजरात सरकार को कर्मचारी राज्य बीमा नियम में उस राज्य का प्रतिनिधित्व करने के लिए नामनियुक्त किया है;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा प्रधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के अम प्रशालय की प्रधिकृतना संख्या का. आ. 545(प), दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, परंतु :—

उक्त प्रधिकृतना में, "(राज्य सरकार द्वारा धारा 4 के अन्त (प) के पश्चात नामनियुक्त)" शब्दके नीचे मह 11 के सामने की प्रविष्टि के अधान पर निम्नलिखित प्रविष्टि रखी जाएंगी, परंतु :—

"श्री पी. बी. पट्ट,
सचिव, गुजरात सरकार, स्वास्थ्य और
परिवार कल्याण विभाग,
गांधीनगर।"

[संख्या घू-16012/11/85-एस. एस.-1]

New Delhi, the 21st November, 1985

S.O. 5549.—Whereas the State Government of Gujarat has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri P. V. Bhatt, Secretary to the Govt. of Gujarat to represent that State on the Employees' State Insurance Corporation, in place of Shrimati Rashmi M. Shraff;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely:—

In the said notification, under the heading "(Nominated by the State Government under clause (d) of section 4)", for the entry against Serial Number 11, the following entry shall be substituted, namely:—

"Shri P. V. Bhatt,

Secretary to the Govt. of Gujarat,

Health and Family Welfare Department,

Sachivalaya, Gandhinagar."

[No. U-16012/11/85-SS.1]

नई दिल्ली, 25, नवम्बर, 1985

का. आ. 5550.—मैसरी लमीता सस्पैनशन प्रॉडक्ट्स प्रा. लिमिटेड, बैकम्पैडि इण्डियल एरिया, न्यु मंगलौर (के. एन./6684) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकलिं उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 को उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए विना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुमूल्यों में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट दती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक, प्रावेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरोक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरोक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरोक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्यवयों का वहन नियोजनक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले हो सबस्थ है, उसके स्थापन में

नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता ही, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती के; प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रावेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के द्वाना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रोति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारंग के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्यपाठ हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न ही गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण बावे की प्राप्ति के एक भास के भीतर सुनिश्चित करेगा।

New Delhi, the 25th November, 1985

S.O. 5550.—Whereas Messrs Lamina Suspension Products Private Limited, Baikampedy Industrial Area, Stage I, New Mangalore (KN/6684) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, Therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expense involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/257/85-SS.IV]

का. आ. 5551.—मैसर्ज सुजाता टैक्सटाइल मिल्स पो. औ. नानगनगड, कर्नाटक (के. एन. /89), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) का धारा 17 की उपधारा (2क) के अंदर छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारों, किसी भूक्त अभिदाय या प्रीमियम का सन्दाय किए विना हो, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निष्क्रिय सह-बद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरोक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरोक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रसारण में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्यवहारों का बहुन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन को प्रति तथा कर्मचारियों को बुझना की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बदल करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उम्र रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक बारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त कनट्रिक्ट के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना बूटिकोण स्पष्ट करने का धूक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रोति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का

सन्दाय करने में असफल रहता है, या पालिसी को व्यप्रगत हो जाने दिया जाता है तो छूट रद्द को जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक बारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम बीमाकृत राशि के हक्कदार नामनिर्देशितियों/विधिक बारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण बावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/285/85-एसएस-4]

S.O. 5551.—Whereas Messrs. Sujatha Textile Mills, P.O. Nanjangud, Karnataka (KN/89) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(285)85-SS.IV]

का. आ. 5552.—मैसेंज़ेसीएटेड सीमेन्ट कम्पनी लिमिटेड, वादी सीमेण्ट वर्क्स, वादी-525225, जिला गुलबर्ग (के. एन./3747) (जिसे इसमें उसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रिया उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छठ दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के नियमित कर्मचारी, किसी पथक अनिवाय या प्रोत्तियम का सन्दर्भ किए जिता है, आखलीं जीवन वीमा नियम की सामूहिक वीमा स्कीम के अंतर्गत जीवन वीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो नर्मचारी नियमेप सहबद वीमा स्कीम, 1976 (जिसे ह्यके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुग्रहीत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते

हुए और इससे उपावद अनुमूल्य में विनिर्दिष्ट भारों के अधीन रहते हुए उक्त स्थापनों के नियमित कर्मचारियों को तान वर्त की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुनूचां

1. उक्त स्थापना के नांग में नियोजक प्रादेशिक भविष्य निधि जागुक घटाटी; पोर्ट एंटी किएटिंगों जैजेन; और ऐसे नेखा रेजेन; जया निरक्षण के लिए ऐसे भुवितां; प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरक्षण प्रभारों का प्रत्येक मारा का समाप्ति के 15 दिन के शायर सदाय खारेगा जो केन्द्रीय तराफ़, उत्तर अविनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन रामय-समय पर निर्दिष्ट करे।

3. उक्त नियोजक द्वारा नियोजित स्थापन के प्रातः नियोजित विवाहीयों का प्रस्तुत किया जाना, व्रामा प्रभियम का सन्दर्भ, लेखाओं का अन्तरां, निरक्षण प्रभारों सन्दर्भ अद्वितीय भी है, होते वाले उभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित वीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन नियोजन, जब उस संशोधन को प्रति तथा कर्मचारियों का वह नियोजन का भाग में उसको मुत्य वाले का अनुकूल, स्थापन के भूवन-स्ट्रट पर प्रदर्शित करेगा।

5. यदि कोई ऐसे कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का अविनियम का प्राप्त है सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक वीमा स्कीम के रादस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसका बाबत आवश्यक प्रभियम भारतीय जावन ब्रिंगा नियम को सन्दर्भ करेगा।

6. वर्ते उक्त स्कीम के जर्नीन कर्मचारियों को उपलब्ध फायदे वाले जाते हैं तो, नियोजक सामूहिक वीमा स्कीम के अंतर्गत कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्ध का जागे का व्यवस्था करेगा जिसके लिए कर्मचारियों के लिए भासूहक वीमा स्कीम के अंतर्गत उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुग्रहीत हैं।

7. सामूहिक वीमा स्कीम में किसी वात के होते हुए साथी, यांत्रिक वीमा वीमा मूल्य पर इस स्कीम के अधीन लाभेय रूपम उस रकम से बने हैं जो कर्मचारी को उस वात में लाभेय होता है वह उक्त स्कीम के अधीन होता है, नियोजक कर्मचारी के वित्तिक वारिस/नामनिर्देशिती की प्रातिकर के रूप में दोनों रहनों के अन्तर के बराबर रकम का सन्दर्भ रहेगा।

8. सामूहिक वीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि जागुक कर्मांक के पूर्व

अनुमोदन के बिना नहीं किया जाएगा और जहां दिर्घी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो चहां, प्रादेशिक भविष्य निधि अमुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देया।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बासा निगम को उस समूहिक बासा स्कोम के, पिसे स्थापन पहले अपना चुका है, अधोन नहीं रह जाते हैं, या इस स्कोम के अधोन कर्मचारियों को प्राप्त होने वाले फायदे किसी रूप से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बासा निगम, द्वारा नियत तारंख के अंतर प्रमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यवस्था हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रमियम के सन्दाय में किए गए किसी व्यापक का दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों, को जो यदि यह, छूट न दी गई होतो तो उक्त स्कोम के अन्तर्गत होते, बासा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कोम के अधोन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बासा निगम, बासा क्षति राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का संदाय तत्प्रता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे को प्राप्ति के एक मास के भातर सुनिश्चित करेगा।

[पंज्या एस-35014/259/85-एस.एस.-4]

S.O. 5552.—Whereas Messrs The Associated Cement Companies Limited, Wadi Cement Works, Wadi-525225, Guibarga District (KN/3747) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the regular employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2B) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the regular employees of the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs the deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(259)/85-SS.IV]

का. आ. 5553.—मैसर्स बंगलौर बायर रैड मिल्स, दूवाहटफैल्ड रोड, बंगलौर-48 (के. एन./5390), (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952

(1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 को उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, जिसी पृथक् अधिदाय या प्रभियम का सन्दाय किए जाते हैं; भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निश्चेष सहबद्ध बीमा स्कीम, 1976 (जिस इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त नियमों के प्रयोग के साथ और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तनों से छूट देता है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्तीक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरंकुण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार सामय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरोक्ति प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत, लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रोभियम का सन्दाय, लेखाओं का अन्तरण, निरंकुण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियम की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुतस्त्रा की भाषा में उसकी नुच्छ वातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किए स्थापन को भविष्य निधि का पहने ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बर्ज करेगा और उसकी बाबत आवश्यक प्रोभियम भारतीय जीवन बीमा निगम को संदर्श करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के हैति हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्दिष्टी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्तीक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्टैट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना छूटा है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रभियम का संदाय करने में असफल रहता है, और पालिसी की व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रभियम के सन्दाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्दिष्टीयों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तराधिकार नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदरय की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाछूत राशि के हकदार नामनिर्दिष्टीय विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संच्चा एस-35014/258/85-एस-4]

S.O. 5553.—Whereas Messrs Bangalore Wire Rod Mill, Whitefield Road, Bangalore-48 (KN/5390) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2)A of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years with effect from 18-12-1985 upto and inclusive of the 17-12-1985.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of the employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the

employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(258)|85-SS.IV]

का. आ. 5554.—मैसर्स कनटिक फिशरीज डेवलपमेण्ट कार्पोरेशन लिमिटेड, होहज बाजार, मैगलोर-1, कनटिक (के. एन./2273), (जिसे इसमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकर्षण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए विना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहमद्द बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपादान अनुसूची में विनियोग शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्टिक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदात करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना,

बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण शमारों संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें मंशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहलेही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बदल करेगा और उसकी वावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी वात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उनवर्षों में कोई भी संशोधन प्रावेशिक भविष्य निधि आयुक्त मंगलोर के पूर्व अनुमोदन के बिना महीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो थहा, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृद्धिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भौतर प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को व्यवहार हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशन 1241 GI/85-7

गितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो स्कोम के अन्तर्गत होने, बीमा फायदों के सन्दाय के उत्तराधिकृत नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार भामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्प्रतीत से और प्रत्येक दशा में हुर प्रकार से पूर्ण दावे को प्राप्ति के एक मास के भौतर सुनिश्चित करेगा।

[संख्या एस-35014/269/85-एसएस-4]

S.O. 5554.—Whereas Messrs Karnataka Fisheries Development Corporation Limited, Hoige Bazar, Mangalore-1 Karnataka (KN/2273) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund, of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption is liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/269/85-SS.IV]

का. आ. 5555.—मैसर्स लक्ष्मी भवीन बर्कर सिमिटेड, पेरियानायकनपलभाम, एस. आर. के. बी. पोस्ट, कोयम्बतूर-641020 (टी. एन./5320), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियाय या प्रीमियम का सन्दाय किए विना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और नेशनल कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं, जो कर्मचारी मिलेप सहबद्ध बीमा स्कीम, 1976 (जिस इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग कर्यसे है: और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुमूल्य

1. उक्त स्थापन के भवंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त नमिनाडु को ऐसी विवरणियों भेजेगा और ऐसे जैव रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्स अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अनुरागी लेखाओं का एवा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अनुराग, निरीक्षण प्रभारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहु-मंज्या की भाषा में उसकी मुद्र्य बातों का अनुवाद, स्थापन के सचिन-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित स्प से बृद्धि को जाने का अवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामिर्देशिती को प्रतिकर के स्प में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त नमिनाडु के पूर्व अनुमोदन के विना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना

हो वहां, प्राइवेट भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्थाप्त करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बोमा नियम को उस सामूहिक बोमा स्कोम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या स्कोम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बोमा नियम द्वारा नियत तारोंव के भोतर प्राप्तियम का सन्दाय करने में असफल रहता है, तो प्राप्तियों को अन्वयत होने जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रोप्रियम के सन्दाय में किए गए किसी अविक्षिक को दशा में, उन मृत सदस्यों के नामाखिर्णशतियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उका स्कोम के अन्वयत होता, बामा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कोम के अधीन आने वाले किसी सदस्य को मृत्यु होन पर भारतीय जीवन बोमा नियम, बामा क्रत राशि के हक्कार नामनिर्देशित विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रतीक दशा में हर प्रकार स पूर्ण दावे को प्राप्ति के एक मास के भोतर भुनियत करेगा।

[मंध्या एस.-35014/283/85-एस. एस.-4]

S.O. 5555.—Whereas Messrs Laxmi Machine Works Limited, Perianaikenalayam, SRKV Post, Coimbatore-641020 (TN/5320) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(283)85-SS.IV]

का. आ. 5556.—मैसेस डॉ. पी. एफ. टैक्सटाइल लिमिटेड, मैत्रपालायम पोस्ट, कोयम्बतूर-641029 (टै-एन./59), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रिय उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिनियम का सन्दाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों में अधिक अनुकूल हैं जो उन्हें कर्मचारी निषेप सहबद्ध बीमा स्कीम, 1976 (जिस इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञा दी है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट ग्रन्तों के अधीन रहते हुए उक्त स्थापन को सीन वर्ष की अवधि के लिए जिसमें 17-12-1988 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवृत्तन में छटा देती है।

अनुसूची

1. उक्त स्थापना के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु और ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरोक्षण के लिए ऐसी भुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरोक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के भवित्व समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रयासम में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, प्रभारों का सन्दाय आदि भी है, होने वाले सभी निरोक्षण घटों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन को प्रति तथा कर्मचारियों की बहुमंडिया की भाषा में उसकी मुद्द्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत अवधिक प्रीमियम भारतीय जीवन बीमा निगम की सन्दर्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम

के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़िया की जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञा हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशिका की प्रतिक्रिया के रूप में दानों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहा, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारीसीय भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, तो इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश नियोजक, भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करते में असफल रहता है, तो पालिसी को व्यपात हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी अतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशिकियों या विधिक वारिसों को जो यदि यह, छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कदार नामनिर्देशिकी/विधिक वारिसों को उस राशि का सन्दाय नलियता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/255/85-एस.एस-4]

S.O. 5556.—Whereas Messrs DPF Textile Limited, Mettupalayam Road, Coimbatore-641029 (TN/1059) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than

the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain, covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the

said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(255)|85-SS.IV]

का. आ. 5557.—मैसर्स दि अमरावती को-आपरेटिव चैनी मिल्स लि., कुण्णपुरम, जिला कोयम्बतूर-642111 (टी.एन./3066), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रिय उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधान जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन बर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुष्ट, तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों वा अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दंड करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों का उपबन्ध कापदे बढ़ाए जाते हैं तो, नियोजन सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि की जाने को व्यवस्था करेगा जिससे नियोजित कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध कापदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की भूत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का गन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रावेशिक भविष्य निधि आयुक्त, तमिलनाडू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कापदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारोंवाले के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सवर्णों के नामनिर्देशितीयों प्रा विधिक वारिसों को जा यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होती, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने किसी मदस्य को मत्यु होते पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितीयों/विधिक वारिसों को उम राशि का मंदाय तत्तरता से और प्रत्येक दशा में हर प्रकार में पूर्ण दावे की प्राप्ति के एक मास के भीतर युनिवित करेगा।

[नं. एस-35014/261/85-एम.एम.-4]

S.O. 5557.—Whereas Messrs The Amaravathi Co-operative Sugar Mills Limited, Krishnapura Coimbatore District-642111 (TN/3066) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years,

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such amounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu, and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects

[No. S-35014]281[85-SS. IV]

का. आ. 5558.—सैसं कोयम्बतूर पाईनीयर “ए” मिल्स लिमिटेड पीलामेडु, कोयम्बतूर-4 (टी. एन./55), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकृष्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन सूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का सम्झान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं वे ऐसे कर्मचारियों के लिए फायदे उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी नियेप सहबद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुमूली में विनियिष्ट गतों के अधीन रहते हुए, उक्त स्थापन को, तीन बर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुमूली

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त नमिल नाडू को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर नियिष्ट करें।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक ग्रन्तीकी समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम का धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन गमय-समय पर नियिष्ट करें।

3. समूहिक बीमा स्कीम के प्रयासों में, जिसके अन्तर्गत लेखाओं का रदा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रमियन का सन्दाय, लेखाओं का अन्तरण, नियोजन प्रभारों का सन्दाय आदि भी है, हमें वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूहिक बोमा स्कीम के नियमों की एक प्रति, और जब कमी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमंड्यों की शापा में उसकी मध्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, भविष्य निधि का या उक्त अधिनियम के अधीन छुट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक समूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बदल करेगा और उसकी वाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्त करेगा।

6. यदि समूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में बढ़ि को जाने को व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. सामूहिक बीमा स्कीम में किसी वात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती है तब वह उक्त स्कीम के अधीन होता ही, नियोजक कर्मचारों के विधिक वारिस/नामनिर्देशितों को प्रतिक्रिय के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि अवृक्त तांमिल नाडू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिक्रिय प्रभाव पड़ने को संभवता है, वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियक्त अवसर देगा।

9. यदि किसी कर्मचारा, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन

नहीं रह जाते हैं, या इस स्कीम के अधीन कार्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी करणवश, नियोजक भारतीय जन बीमा निगम द्वारा नियंत्रित तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यवधान हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में लिए गए किसी व्यक्तिकर्म की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले जिसी सदस्य की मर्त्य होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कदार नामनिर्देशितों/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक भास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/272/85- एस एस-4]

S.O. 5558.—Whereas Messrs Coimbatore Pioneer 'A' Mill Limited, Peelamedu, Coimbatore-4 (TN/55) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of

accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(272)85-SS. IV]

का. आ. 5559.—मैसर्स कैडिला कैमिकल्स प्रा. लिमिटेड, मणिनगर, अहमदाबाद-380008 (जी. जे./3993), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कार्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का सन्धान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पूर्वक अधिनियम या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहभद बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायद अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अंडे (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रदा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति वया कर्मचारियों की बहु-संघया को भाशा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रवर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्श करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जानेकी अवस्था करेगा जिससे कि कर्मचारियों के निए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन

सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभवता हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकौण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिका की दशा में, उन मृत सदस्यों के नाम-निर्देशितीयों या विधिक वारिसों को जो यदि यह छूट न दो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितीय/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/256/85-एस. एस.-4]

S.O. 5559.—Whereas Messrs Gadila Chemicals Private Limited, Maninagar, Ahmedabad-380008 (GJ/3993) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establish-

ment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(256)]/85-SS.IV]

का आ. 5560—पैमर्सं हिन्दुस्तान बीमा कोर्पोरेशन मिमिट्रेड, 22-ए, शाह इण्डस्ट्रियल प्रोटेक्यूटिव बीर देसाई रोड, अन्धेरी-बाबरी (एम. एम.—4367) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रिय उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम, कहा गया है) की धारा 17 की उपाधारा (2क) के अधीन छूट दिए जाने के लिए आवंदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी एक अभिवाय या श्रीमियम का सत्त्वाय किए जिना हो, भारतीय जीवन बीमा नियम की सामूहिक बीम स्कीम के प्रधीन जीवन बीमा के रूप में कायदे उठा रखे हैं और तेरे कर्मचारियों के लिए ये कायदे उन कायदों से विविध अनुकूल हैं, जो कर्मचारी निश्चेप सहबद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन उक्त अनुसूची हैं।

प्रतः केंद्रीय सरकार उक्त अधिनियम की धारा 17 के उपाधारा (2क) द्वारा प्रदत्त प्रक्रियों का प्रयोग करते हुए और इसमें उपाधारा अनुसूची में विनियित शर्तों के स्वीकृत रखते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपक्रमों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुश्विधाएं प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर नियिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर गत्तय करेगा जो केंद्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपाधारा 3(क) के अन्तर्गत (क) के प्रवीन गमग-समय पर नियिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रनालीत लेखाओं का रखा जाए, विवरणियों का प्रमुखत किया जाना, बीमा श्रीमियम का सन्दर्भ, लेखाओं का अल्परण, निरीक्षण प्रभारों का सन्दर्भ आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा प्रमुखित बीमा स्कीम के नियमों की एक प्रति और जब उनमें संघोषण किया जाए, तब उस संघोषण की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी सुल्य बातों का प्रनुवाल, स्थापन के सूचनान्तर पर प्रदर्शित करेगा।

5. यदि कोई देश कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अन्तर्गत छूट प्राप्त किसी स्थापन की भविष्य-प्रतिप्रा का पहले ही गद्दह न हो, उसके स्थापन में नियोजित विया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के गवर्नर के रूप में उपका नाम तुरन्त दर्शायेगा और उसकी बाबत आवश्यक प्रेमियम भारतीय बीमा बीमा नियम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों की उपलब्ध कायदे बायां जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप में वृद्धि को जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध कायदे उन कायदों में अधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन अनुज्ञाय हैं।

7. सामूहिक बीमा स्कीम में किसी बास के द्वारे हो भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन मन्देय रकम उस रकम से कम है जो कर्मचारी की उम्र शरा गई मन्देय होती जब उक्त स्कीम के

प्रधीन होगा तो, नियोजक कमंचारी के विधिक परिस/नामनिवेशिती को प्रतिकर के रूप में दोनों स्फर्मों के लिए बराबर रकम का सम्भव करेगा।

8. मामूलिक बीमा स्फर्म के उपर्युक्तों में कोई भी मंशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं विधा जाएगा और जहाँ किसी संशोधन से कमेंचारियों के लिए पर्याप्त प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, प्रपत्त अनुमोदन देने से पूर्व कमेंचारियों को अपना दृष्टिकोण स्पष्ट करने का वृक्षितयुक्त प्रबल रवेगा।

9. यदि किसी कारणबाट, स्थापन के कमेंचारी, भारतीय बीबन बीमा निगम को उस सामूहिक बीमा स्फर्म के इसे स्थापन पहुँचे अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्फर्म के अधीन कमेंचारियों को प्राप्त होने वाले फायदे किसी भीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणबाट, नियोजक भारतीय बीबन बीमा निगम द्वाय नियम तारीख के भीतर प्रीमियम का मन्दाय करते से अमफल खुता है, और पालिसी को अपग्रेड हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वाय प्रीमियम के मन्दाय के किंवद्दन गए किसी व्यतिक्रम की दशा में, उन भूत घटनाओं के नामनिवेशितीयों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उन स्फर्म के अन्तर्गत होने वाली कायदों के मन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्फर्म के अधीन अनें वाले किसी सदस्य को युत्पु छोंग पर भारतीय बीबन बीमा निगम, बीमाहृष्ट गण के हृकवार/नामनिवेशिती विधिक वारिसों को उस राशि का मंशय तत्परता से और प्रत्येक दशा में हुर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुनिपित्त करेगा।

[संख्या एस-35014/254/85-एस.एस-4]

S.O. 5560.—Whereas Messrs Hindustan Brown Boveri Limited, 22-A, Shah Industrial Estate, Off. Veer Desai Road, Andheri (E), Bombay-400058 (MH)4367 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and

provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of account, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered, under the

said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/254/85/SS.IV]

का. आ. 5561 :—मैसर्से दि सैच्युरो स्पिनिंग एण्ड मन्युफॉर्चरिंग कंपनी लिमिटेड, पांडुरंग बृद्धवार मार्ग, बम्बई—400029 (एम. एच./96) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्य उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को भारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियाय या प्रीमियम का संचाय किए बिना ही, भारतीय जीवन बीमा नियम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निशेह सहबद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) अधीन उन्हें अनुशेय हैं।

अतः केंद्रीय सरकार, उक्त अधिनियम की भारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्कियों का प्रयोग करते हुए और इससे उपबद्ध अनुकूलों में विनियिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपलब्धों के प्रमाणे से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे सेवा एवं तथा विदीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर नियिष्ट करें।

2. नियोजक, ऐसे विवरणियों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संचाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की भारा 17 की उपधारा (2क) के छूट (क) के अधीन समय-समय पर नियिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके 19 अस्तरांत, लेखांओं का रखा जाना, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संचाय, लेखांओं का अस्तरण, विवरणियों का बढ़ुसंचय की आवा में उसकी मुद्द्य बातों का अनुवाद, स्थापन के मूलतात्पृष्ठ पर प्रदर्शित करेगा।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बढ़ुसंचय की आवा में उसकी मुद्द्य बातों का अनुवाद, स्थापन के मूलतात्पृष्ठ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन के भविष्य निधि का पहले ही संचय है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के संचय के रूप में उसका नाम पुरात

दर्ज करेगा और उसकी जीवन आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को गश्त करेगा।

6. यदि उक्त स्कीम के अंतर्मान कर्मचारियों की उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुक्त रूप से बढ़ि की जाने के अवस्थाएँ करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उक्त कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध बारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के प्रस्तर के बराबर रकम का संदेश करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, भारतार्ड के पूर्व अनुभोग के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त प्रपत्ता अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तियुक्त प्रयत्न देगा।

9. यदि किसी कारणबन, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह छूट एवं की जा सकती है।

10. यदि किसी कारणबन, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का संचाय करने में घसफर रहता है, और पालिसी को अपग्रेड हो जाते हैं, या विद्या आता है तो, छूट एवं की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचाय में किए गए किसी अतिक्रम की वजा में, उन मूल सदस्यों के नामनिर्देशितीयों या विविध बारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के संचाय का उत्तराधित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हृदयार्द नामनिर्देशिती/विविध बारिसों को उस राशि का संचाय तत्परता से और प्रत्येक वजा में हुर प्रकार से पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/270/85-एस. एस-4]

S.O. 5561.—Whereas Messrs Century Spinning and Manufacturing Company Limited, Pandurang Budhkar Marg, Bombay-400025 (MH)96 (hereinafter referred to as the said establishment have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject

to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption is liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure

prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/270/85-SS.IV]

का. आ. 5562 :—मैसंस हिन्दुस्तान [लीवर लिमिटेड (प्रधान कार्यालय और इसकी शाखाएँ जो कोड नं. एम एच/917 के अन्तर्गत आती हैं) हिन्दुस्तान लीवर हाउस, 165/166, बैकब्रे रिक्लेमेशन, बम्बई—(एम. एम./917) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, जिसी पृथक अधिदाय या प्रीमियम का संदाय लिए थिए वित्ती स्थिति वीमा स्कीम के अधीन जो बैंक बोमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी नियोप सहबद बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुदाय हैं;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विविध शर्तों के अधीन रहते हुए उक्त स्थापन को तीन पर्यंत की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है।

अनुमोदन

1. उक्त स्थापन के संबंध में नियोजक प्राविधिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेंगा और ऐसे लेखा रखेंगा, तथा विवरण के सिए ऐसी मुक्तिप्राप्ति प्रदान करेंगा जो केंद्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरोक्षण प्रभारी का प्रत्येक भास के समाप्ति के 15 दिन के अंतरां सन्दाय करेंगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बाब्द (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गत, निरोक्षण प्रभारी का सन्दाय आदि भी हैं, हीने वासे वहाँ व्ययों का बहुत नियोजक ढारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुतेक्षण की भावाएँ उसकी मुद्रण बारों का अनुबाद, स्थापन के सूचना-पृष्ठ पर प्रदर्शित करेंगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का उक्त अधिनियम के अधीन छूट प्राप्त किये स्थापन की भविष्य निधि पहले ही महसूस है, उसके स्थापन में नियोजित विधि जाता है तो, नियोजक, सामूहिक बीमा स्कीम के संदर्भ के रूप में उसका नाम तुरन्त रखे रखेंगा और उसकी वालत आवश्यक प्रीमियम सार्वत्रिक जीवन बीमा नियम को लदात करेंगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कापये बड़ा है तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कापयों में समुचित रूप से वृद्धि को जाने की अवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कापये उन कापयों से अधिक अनुकूल हों, और उक्त स्कीम के अधीन अनुकूल हों।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक वारिस/नामिनिवेशिती की प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बागावर रकम का संदेश करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक विधिय निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिक्रिया प्रभाव पड़े की संभावना हो यहाँ प्रावेशिक विधिय निधि आयुक्त, अपना अनुमोदित देने से पूर्व कर्मचारियों को अपना वृद्धिकोण स्पष्ट करने का मुकित्युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कापये किसी रेति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रोत्तियम का संदेश करने में अप्रकल रहता है, और परिस्थिती को अवश्यत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रोत्तियम के सन्देश में किए गए किसी अविकल की बात में, जन मृत सदस्यों के नामनिवेशितियों या विधिक वारिसों को, जो यदि यह छूट म वा गई होती हो उक्त स्कीम के अन्तर्गत होते, बीमा कापयों के संदेश का उत्तराधिकार नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बोमाकृत गश के हक्कदार नामनिवेशिति/विधिक वारिसों को उस राशि का संदेश तत्पत्ता से और प्रत्येक दशा में हर प्रकार से पूर्ण कापे की प्राप्ति के एक मास के भारत सुनिश्चित करेगा।

[संख्या एस-35014/273/85-एस-एस-4]

S.O. 5562.—Whereas Messrs Hindustan Lever Limited, (Head Office and branches covered under Code No. MH/917) Hindustan Lever House, 165/166, Backbay Reclamation, Bombay (MH/917) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges, as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc., shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme, the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/273/85-SS. IV]

का. आ. 5563.—मैसर्स दि एसोसिएटेड, लोमेन्ट कम्पनी लिमिटेड, 121-एम. कारबे रोड, चैंबे गेट, यम्बई-400020 (एन. प्ल. 4095) (जिसे इसमें इसके पश्चात्

उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकोर्ट उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 के उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिकारीय का सन्दाय किए जाते हैं, भारतीय जीवन वीमा नियम की सामूहिक वीमा स्कीम के जीवन वीमा के रूप में कायदे उड़ा रखे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं। ओ कर्मचारी नियम सहबद वीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) की अधीन उन्हें अनुग्रह है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 के उपधारा (2क) द्वारा प्रदत्त व्यक्तियों का प्रयोग करने हुए और इससे उपर्युक्त अनुसूची में विविध जगतों के अधीन रखने पुणे उक्त स्थापन को तीन रूप की अवधि के लिए उक्त स्कीम के अन्तीम उपबन्धों के प्रबन्धन से मृदृ देती है।

अनुसूची:

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त महाराष्ट्र को देसी विवरणीय भेजेगा और ऐसे लेखा रखेगा तथा निर्देशन के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करें।

2. नियोजक, ऐसे निर्धारण प्रभारों का प्रयोग मास की समाप्ति के 15 दिन के भीतर सन्धाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बाण (क) के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक वीमा स्कीम के प्रशासन में, विसंक अन्तर्गत लेखाओं का रखा जाना, विवरणीय का प्रस्तुत किया जाना, वीमा प्रीमियम का सन्धाय, लेखाओं का अनुराग, निर्धारण प्रभारों का सन्धाय आदि भी है, इन वाले सभी व्यायों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, बैर्टीय सरकार द्वारा अनुमोदित वीमा स्कीम के नियमों का एक प्रति, और जब कर्म उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुमंडल की सभा में उनकी मुहूर्य वालों का अनुबाद, स्थापन के मूलना-पूर्ण पर प्रशंसन करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उपर्युक्त स्थापन के अधीन छूट प्राप्त किए स्थापन का भविष्य निधि का प्रति ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक वीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त इसे करेगा और उसकी जीवन व्यापारी प्रीमियम भार्नर्य जीवन वीमा नियम ना सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अंतर्न कर्मचारियों को उपर्युक्त कायदे बहाए जाते हैं तो, नियोजक सामूहिक वीमा स्कीम के अधीन कर्मचारियों को उपर्युक्त कायदों से नाप्रभित स्थापन के अधीन उनकी जीवन व्यापारी जिसमें कर्मचारियों के लिए सामूहिक वीमा स्कीम के अधीन उनकी कायदे उन कायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अंतर्न अनुजीव हैं।

7. सामूहिक वीमा स्कीम में दिए गए अंतर्न के संतुत द्वारा भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अंतर्न गठेग रकम जो रकम

में कम है जो कर्मचारी को उम ज्ञान में संवेद्य होती, जब वह अपने स्कीम के अधीन होता है, नियोजक कर्मचारी के विधिक नारिस/नाम-निर्देशितों को शतिकर के रूप में दोनों रकमों के प्रमाण के बराबर रकम का सन्दाय करेगा।

8. सामूहिक वीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते को संवादता हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृद्धिकोष स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन वीमा नियम को उम सामूहिक वीमा स्कीम के, जिसे स्थापन पहले अपना लिया है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले कायदे किसी रोग से कम हो जाते हैं, तो यह छूट रह को जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन वीमा नियम द्वारा नियन तात्त्व के भीतर प्रीमियम का सन्धाय करने में असफल रहता है और पालितों को अवगत हो जाने दिया जाता है तो यह छूट रह को जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्धाय में किए गए किसी व्यक्तिक्रम को देखा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को, जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, वे मा कायदों के सन्धाय का उत्तरवायित नियोजक पर होगा।

12. इस स्कीम के अंतर्न आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन वीमा नियम, वीमाकृत राशि के तुकदार नामनिर्देशित/विधिक वारिसों को उस गांधि का संदाय तपसरता से और प्रस्तेक द्वारा मैं हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/271/85-एस-एस-4]

S.O. 5563.—Whereas Messrs The Associated Cement Companies Limited, 121, M. Karve Road, Churchgate, Bombay-400020 (MH/4095) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S.35014/271/85-SS. IV]

का आ. 556।—मैसर्ज हिन्दुस्तान सेवा प्रिमिटेड, प्रक्षर्पेस विल्डग्र, बहादुरगाह जफर मार्ग, नई दिल्ली 110002 (डि. एल/155) (जिसे इसमें उसके पठान् उपर्युक्त नाम स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें उसके पठान् उपर्युक्त अधिनियम कहा गया है)

की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

प्रो. केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, जिसों पृष्ठक प्रभियम का सन्दाय किए बिना हा, भारतीय जीवन वीमा नियम की सामूहिक वीमा स्कीम के अधीन जीवन वीमा के स्पष्ट में कायदे उठा रहे हैं प्रो. ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से प्रधिक अनुकूल हैं, जो कर्मचारी नियम प्रवर्तन सहबद्ध वीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरूप हैं;

प्रत: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त मालियों का प्रयोग करने द्वारा प्रो. इसमें उपबद्ध अनुरूपी में विनियिष्ट शर्तों के अधीन रखे द्वारा उक्त स्थापन को सीन वर्ष की भविष्य के लिए उक्त स्थापन के सभी उपबन्धों के प्रवर्तन में छूट देता है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, विल्लां को ऐसी विवरणों से ज्ञेना और ऐसे नेता रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियिष्ट करें।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सम्माप्त करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर नियिष्ट करें।

3. सामूहिक वीमा स्कीम के प्रणाली में, जिसके प्रलापत लेवार्डों का, रखा जाना, विवरणों का प्रस्तुत किया जाना, वीमा प्रीमियम का सम्बाध, लेवार्डों का अस्तरण, निरीक्षण प्रभारों का सम्बाध आदि भी है, होने वाले सभी घटयों का वहां नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित वीमा स्कीम के नियमों की एक प्रति, प्रो. जय की उनमें संगोष्ठन किया जाए, तब उन संगोष्ठन के प्रति सभा कर्मचारियों की वहुमतें भी साधा में उसकी मूल बातों पर अनुवाद, स्थापन के मूलनायट पर प्रवर्तित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किए स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक वीमा स्कीम के सदस्य के स्पष्ट में उसका नाम तुरन्त दों फेरेगा और उसकी वाचन प्राप्तियह प्रीमियम भारतीय जीवन वीमा नियम के सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कराये जाने हैं तो, नियोजक सामूहिक वीमा स्कीम के अधीन कर्मचारियों को उपलब्ध करायें में समुचित भूमि ने वृद्धि की अने की व्यवस्था करेगा जिसमें कर्मचारियों के नियम सामूहिक वीमा स्कीम के अधीन उपलब्ध कराये उन कायदों से धर्मिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक वीमा स्कीम के हाले द्वा भ यदि ऐसे कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रूपमें उम रूप ने कम है जो कर्मचारी को उम दणा भें सन्देश हानी, भूमि वह उक्त स्पेष्ट के अधीन होता हो, नियोजक कर्मचारी के विधिक वाचन/नामनिर्णयनों की प्रतिक्रिया के दण में दोनों रकमों के उनके बगावर रूपमें सन्दर्भ करेगा।

8. सामूहिक वीमा स्कीम के उपर्युक्तों में काई भी विवरण, प्रविधिभूत भविष्य निधि आयुक्त द्वारा के पूर्व अनुमोदित के बिना नहीं किया जाएगा जहां इनी वाचनों में कर्मचारियों के हित पर प्रतिक्रिया

प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि आयुर्ल, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस मासूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना छूका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सम्भाय करने में अमरुल रहता जीवन बीमा को अधीन हो रहा जाते हैं, तो यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी अविक्रम की वजा में, उन 11 मदद्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का तत्त्वशायित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कबार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दणा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मात्र के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/280/85-एस० एस०-4]

S.O. 5564.—Whereas Messrs Hindustan Lever Limited, Express Building, Bahadur Shah Zafar Marg, New Delhi-110002. (DL/155) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of everymonth.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

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5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominees of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of the default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(280)/85-SS. IV]

का. आ. 5565:—मैसर्स डेस्टन केबल कम्पनी, 3455/52, दिल्ली गेट, नई दिल्ली (डी. एल./2557) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

प्रीर केन्द्रीय भरकार का भवाधारा हो रहा है कि उक्त स्थापन के कर्मचारी, किसी पृथक प्रभियाय या प्रीमियम का सन्दाय किए दिना ही, भारतीय जीवन बीमा निगम की मासूहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे जन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप महबूब बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रत्येक हैं;

प्रत: केन्द्रीय भरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त भवित्यों का प्रयोग करते हुए प्रीर इससे उपायम अनुसूची में विनियिष्ट गतों के प्रधीन रहते हुए उक्त स्थापन को तीन

वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपलब्धों के प्रत्येक में सूट देनी है।

अनुसूची

1. उक्त स्थान के मवध में नियोजक प्रादेशिक भविष्य नियम आयुष्ट दिनों को ऐसी विवरणिया भेजा और ऐसे लेख रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विण्ठ करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेंगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपलब्धां (3क) के बाण्ड (क) के अधीन समय-समय पर निर्विण्ठ करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रमुख किया जाना, बीमा भ्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्दाय यादि भी है, हृति वाले सभी घारों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भावा में उपलब्ध वालों का अनुबाद, स्थापन के सूचना-पट्ट पर प्रदर्शित हो।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य नियम का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य नियम का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सञ्चल्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से विदि को जाने के व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन प्राप्त हैं।

7. सामूहिक बीमा स्कीम में किसी बात के हृति हुए भी, यदि किसी कर्मचारी की मृत्यु पर उन स्कीम के अधीन सदैय रकम राशि रकम से कम है, जो कर्मचारी को उस दशा में सर्वेय होती, जब वह उक्त स्कीम के अधीन होता तो, मियोजक कर्मचारी के विविध वारिस/नाम-नियंत्रिती की प्रतिक्रिया के रूप में उन्होंने रकमों के अन्तर के बाग़बार रकम का सर्वाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रादेशिक भविष्य नियम आयुष्ट, दिनों के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहा, प्रादेशिक भविष्य नियम आयुष्ट, प्रपत्ता अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना रखा है, अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत लारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को अपग्रेड नहीं जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी अतिकम की दण में, उन सूत सदस्यों के नामनिर्देशितों या विविध वारिसों को जो वर्दि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत तीन, तीनों फायदों के गंशग का उन्नत्यायित नियोजक पर होगा।

12. इन स्कीम के अधीन आने वाले किसी सुदृश्य के, मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के इकादार नामनिर्देशिती/विविध वारिसों को उम नाशि का संदाय नापरना में और प्रत्येक दण में हर प्रकार में पूर्ण दावे की प्राप्ति के एक माय के भीतर मुनिष्टित करेंगा।

[मंज्ञा एस-35014/282/85-एस.एस.4]

S.O. 5565.—Whereas Messrs. Delton Cable Company, 3455/57, Delhi Gate, New Delhi (DL/2557) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment, in premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of the default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014.282.85-SS. IV]

का. आ. 5556 —मैसर्स प्रफेक्ट थ्रैड मिल्स लिमिटेड, 155—चेतक मार्ग, उदयपुर-313001 (कोड नं. आर. जे./.3962) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

ग्रीष्म केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभियाय या प्रीमियम का सन्दाय किए थिए ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निदेश सहबद्ध शीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उत्ते प्रत्येक हैं;

ग्रीष्म केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) वाला प्रदेश विवरणों का प्रयोग करने हुए और इसमें जावड़ अनुसूची में विनिर्दिष्ट गाँवों के अधीन रहे हुए उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है।

प्रन्तुर्बन्ध

1. उक्त स्थापन के गंवंद में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राज्यालय को ऐसी विवरणों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी भुविधायां प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसी निरीक्षण प्रभारों का प्रयोग साम को समाप्ति के 15 दिन के भीतर सम्भाय करेगा जो केन्द्रीय सरकार उक्त अधि-

नियम की धारा 17 की उपधारा (2क) के ब्रह्म (क) के अधीन गमय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाल्लों का रखा जाना विवरणियां का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाल्लों का अन्तरण, तिरीक्षण प्रभारों सन्दाय आदि भी है, होने वाले सभी व्ययों का अलग नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय गर्वाकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उम संशोधन की प्रति तथा कर्मचारियों की बदुमंजुषा की भाषा में उसकी मुद्र्य बातों का अनुशाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, तसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसका वाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मन्दन करेगा।

6. यदि उक्त स्कीम के अधीन उपलब्ध कायदे वहां जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में सुचित रूप से युक्ति की जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मर्दीय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक यारिस/नाम-निर्देशिती की प्रतिकार के रूप में दोनों रकमों के अन्तर के बावजूद रकम का सन्दाय दरेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के द्वारा पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, प्रपत्ता अनुमोदन देने से पूर्व कर्मचारियों को अपना द्वृष्टिकोण स्पस्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रपत्ता दी गई, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी भीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियन तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपत्त हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यवस्था की दशा में, उन मूल संबंधों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के सन्दाय का उत्तरवाचित्र नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि का हकदार नामनिर्देशिती/विधिक वारिसों को जग राशि का संवाद तत्पत्ता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक माम के भीतर सुनिश्चित करेगा।

S.O. 5566.—Whereas Messrs Perfect Thread Mills Limited, 155, Chetak Marg, Udaipur-313001 (RJ/3962) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefit available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/264/85-SS. IV]

का. आ. 5567 —मैसर्स बेलपाहार रिफरेक्ट्रीज लिमिटेड, पोस्ट ऑ. बेलपाहार : साम्बलपुर (उडीसा) — ऑ. आर./257 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रत्येक उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छुट दिए जाने के लिए अवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रमियम का संदाय किए विना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं औरऐसे कर्मचारियों के लिए ये फायदे उन फायदों से आवक अनुकूल हैं, जो कर्मचारी निशेष सह-बद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) के अधीन उन्हें अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनियिष्ट शतांकों के अधीन रहते हुए उक्त स्थापन को तोन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उडीसा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास का समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अवतरण, निरीक्षण प्रभारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनान्पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियंत्रित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सबस्य के रूप में उसका नाम तुरत्त बदल करेगा और उसका बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक, सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृच्छित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश होता है, जब वह उक्त स्कीम के अधीन होता है, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उड़ंसा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से ऊर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियन तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्यापरात हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम को इशा में, उन मृत सवन्यों के नामनिर्देशितियों, या विधिक वारिसों को जो यदि पहले छूट न दी

गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अवीन आने वाले किसी सबस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का सवाय नस्तखा से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या प्रम- 35014/265/85-एस.एस-4]

S.O. 5567.—Whereas Messrs Belpahar Refractories Limited, P.O. Belpahar, District, Sambalpur (Orissa) (OR/257) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Orissa, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employee than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heirs/nominees of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Orissa and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of the default if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme out for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/265/85-SS.IV]

का. आ. 5568:—सैमर्स अन्युभिन्नियम इण्डस्ट्रीज लिमिटेड, लिंगमपल्ली पोस्ट, हैदराबाद—550013 (प. पि./3209) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रियं उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) के अंतर्गत 17 का उपवाच (2क) के अधीन छूट दिया जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का गमाधार हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिकाय या प्रीमियम का नकाव किए बिना हो, भारतीय जीवन बीमा नियम के अधीन जीवा बीमा के रूप में फारंड उठा जाए हो तो ऐसे कर्मचारियों के लिए ये फारंड उठाने से अधिक शुरुआत है, जो कर्मचारी निश्चेप महावृत्त बीमा स्कीम 1976 (जिन इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उत्तम अनुशेष है;

अतः केंद्रीय संचारा, उक्त अधिनियम का धारा 17 का उपधारा (2क) द्वारा गठन जीवियों का प्रयोग करते हुए और इसमें उपावढ़ अन्युकृति में विनियोग नहीं के अधीन रहत हुए उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के यथोचन उपबन्धों के प्रबन्ध से छूट देती है।

अनुसूची

1. उक्त स्थापन के बंध में नियोजक प्रादेशिक भविष्य निधि आपूर्ति आवंटन गोंप्सों विशेषज्ञों भेजेगा और तेसे निवाय भेजेगा नथा नियोजन के 1976 (प्रीमी भुवियाय) प्रवान करेगा जो केंद्रीय गरजार, नगर-नगर पर निर्विट करें।

2. नियोजक, ऐसे नियोजन प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के शृण्ण (क) के अधीन समय-समय पर निर्विट करें।

3. सामूहिक बीमा स्कीम के प्रजासत्त में, जिसके अन्तर्गत लेखाओं का रक्त जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का गन्दाय, लेखाओं का अन्तर्गत नियोजन प्रभारी सन्दाय आदि भी है, हाँ वाले सभी घटों का बहाना नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति नवा कर्मचारियों की बहुसङ्गता की भवा में उसका मुख्य बानों का अनुवाद, स्थापन के सदस्य के रूप में उसका नाम तुरत दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्भ लेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही गदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरत दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्भ लेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपबन्ध फारंड व्याप्त जाता है तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फारंडों में सम्बद्ध रूप में बृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फारंड उन फारंडों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के हाँ वाले हाँ भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रक्त उक्त रक्तमें इम है जो कर्मचारी को उस दशा में सन्देश होता था, अब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक वारिष्ठ/नामनिर्देशिकों का प्रतिकार रूप से दोनों रकमों के अन्तर के बराबर रक्तमें इम का सन्देश करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आएरा जाने प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और ऐसे संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुँचने की व्यवस्था हो यहां, प्रादेशिक भविष्य निधि आपूर्त, अपना अनुमोदन देने रे पर, फर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्वक अवलोकन देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उग गयुहिक बीमा स्कीम के, जिस स्थापन पहुँचे अपना चुका है, अर्थात नहीं रख जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फारंड किसी राति में कम हो जाते हैं, तो यह छूट रक्त की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियन नामिक के भीतर प्रीमियम का सन्दाय करते में अवकाश रहता है, तो पारिवारिक व्यवाहार हो जाने दिया जाता है तो छूट रक्त की जा सकती है।

11. नियोजक द्वारा प्रीमियम के मन्दाय में किए गए किसी व्यक्ति-व्यक्ति द्वारा देशों में उन मूल सदस्यों के नामनिर्देशिकों या विधिक वारिष्ठों को जो यदि यह छूट त दो गड़ होती हो उक्त स्कीम के अन्तर्गत होने, बीमा फारंडों के मन्दाय का उत्तराधिकार नियोजक पर होता।

12. उक्त रक्तमें अंतर्गत होने वाले किस सदस्यके मृत होने मार्गीय जीवन बीमा, जिसमें वंशानुकूल रूपों के उत्तराधिकार नामनिर्देशिक, विधिक वारिष्ठों को उग राणि का मन्दाय नियम से और

प्रनेक दशा में हर प्रकार से पृष्ठ वाले की प्राप्ति के एवं साथ के भीतर गुणित्वन करेगा।

[मंज्ञा नं.- ३५०१४/२५३/८५-ए. नं.-४]

S.O. 5568.—Whereas Messrs Aluminium Industries Limited, Lingampally Post, Hyderabad-500133 (AP/3209) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption shall be liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(253)85-S5.IV]

का. आ. 5569.—मैसर्स मिथा धातु निगम लिमिटेड, सुपरआलास प्राइवेट, पो. ओ. कंचन बाग, हैदराबाद (ए. पी./3986) (जिसे इसमें इसके पश्चात् उक्त स्थान कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्य उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को धारा 17 को उपधारा (2क) के अधीन सूट दिए जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थान के कर्मचारी, किसी पृथक अभियान या श्रीमियम का सन्दर्भ किए गिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के लिए फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उठा रहाएँ गे प्रत्यक्ष रूप से हैं, जो कर्मचारी नियोग मन्त्रबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुज्ञा है;

अतः वेदान्तीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रसन्न शर्तों का प्रयोग करने हुए और इसमें उपायकृत अनुसूची में विविध शर्तों के अधीन रखने हुए उक्त स्थान को नीत वर्ग की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में सूट देनी है।

अनुसूची

1. उक्त स्थान के संवंध में नियोजक प्रदेशिक भविष्य निधि प्रायुक्त आमंत्रण को ऐसी विवरणियां देनेगा और ऐसे लेखा रखेगा नामा निरीक्षण के लिए ऐसी सुनिधान प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक वार्ष की समाप्ति के 15 दिन के भीतर मन्त्रालय द्वारा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के बांध (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. मामूली बीमा स्कीम के प्रधानमन में, जिनके अन्तर्दर्श लेखानों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, वीणा श्रीमियम का मन्त्रालय, लेखानों का अन्तरण, निरीक्षण प्रभारों सन्दर्भ यादि भी है, इन वाले सभी व्ययों का उक्त नियोजक द्वारा निया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा घनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य आतों का प्रत्यावर्त, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त प्रधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य-निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे देते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समृद्धि रूप से घृणा की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से प्रधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुग्रह हैं।

7. सामूहिक बीमा स्कीम में किसी आत के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बावजूद रकम का संवाद करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व घनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुँचे की संभावना हो बहां, प्रावेशिक भविष्य निधि आयुक्त, आपना घनुमोदन देने से पूर्ख कर्मचारियों को आपना दुष्टिकौण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारण द्वारा, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले आपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारण द्वारा, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत सारीक के भीतर प्रीमियम का सन्दाय करने में अवசर रहता है, तो पालिमी को अपग्रेड हो जाने विधि जाता तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिक मी वशा में, उन मूल सवास्यों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाहृत राशि के बुकावार नामनिर्देशितीयों वा विधिक वारिसों को जल राशि का संदाय सत्परता से और प्रत्येक वशा में हर प्रकार से पूर्ण दावे को प्राप्ति के एक मात्र के भीतर मुनिष्ठित करेगा।

[संख्या एम-35014/2578/85-एम. एस-4]

S.O. 5569.—Whereas Messrs Mishra Dhatu Nizam Limited, Surperalloys Project, P.O. Kanchan Bagh, Hyderabad-500258 (AP/3986) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous

Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as intended adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee and heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/252/85-SS IV]

का. आ. 5570.—सैमर्स ब्रिंगिंग कारबाइड इंडिया लिमिटेड 1- मिडिल टोन स्ट्रीट, कलकत्ता-700 272 और उसके केन्द्रोंय अधिकृत शाखाएँ जो एक ही कोड नम्बर प. बी./5216 के अधीन आते हैं (जिसे इसमें उसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकोर्ण उपचार अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 को उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियांत्र या प्रीमियम का सौदाय किए बिना ही, भारतीय जीवन बीमा नियम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी नियोप सहबद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनियिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपचारों पर प्रवर्तन से छूट देती है।

अनुचूनी

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पञ्चवांशी विवरणियाँ भेजेगा और ऐसे लेखा रखगा तथा विरोधांश के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियिष्ट करें।

2. नियोजक, ऐसे विरोधांश प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भावान्तर गतिशील करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर नियिष्ट करें।

3. सामूहिक बीमा स्कीम ने प्राप्ति में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, 1141 GI/83-10

बीमा प्रीमियम का सन्दाय, लेखाओं का अस्तरण, तिरोक्षण प्रभारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय गरकार द्वारा अनुमोदित बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें मंशोधन किया जाए, तब उस मंशोधन का प्रति तथा कर्मचारियों की वहनसंख्या की भाषा में उसकी मुख्य वातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का था उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावजूद आवश्यक प्राप्तियम भारतीय जीवन बीमा नियम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर द्वेष स्कीम के अधीन सन्देश रकम उम रकम में कम है जो कर्मचारी को उस दशा में सन्देश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधि वारिस/नामनिर्देशितों की प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपत्रियों में कोई भी मंशोधन, प्रादेशिक भविष्य निधि आयुक्त, परिचम वंगाल के पूर्व अनुमोदित के द्वितीय नहीं किया जाएगा और उहाँ किसी मंशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संतावना हो। वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदित देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्थान करने का प्रक्रियकृत शब्दार्थ देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना लुका है, अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट दृढ़ को जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियन्त्रित तारोग के भीतर प्राप्तियम का संदर्भ करने में असफल रहा है, तो पातिसा को व्यवस्था ही जारी दिया जाता है तो यह छूट दृढ़ को जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितयों या विधिक बारिसों को जो यदि यह छूट न दी गई हाती तो उक्त स्कीम के अन्तर्गत होते; वीगा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशित/विधिक बारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार ने पूर्ण दावे की प्राप्ति के एक मास के भीतर मुनिष्चित करेगा।

[सं. एस-35014/251/85-एमास-4]

S.O. 5570.—Whereas Messrs Union Carbide India Limited, 1-Middleton Street, Calcutta-700071 and its branches centrally covered under one code No. W.B./5216 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees

under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(251)|85-SS-IV]

का. आ. 5571.—मैसर्स दि इंडियन आथरन एण्ड स्टॉल कम्पनी लि., कल्टी वर्क्स, डाकघर कल्टी, जिला बुर्देवान, पश्चिम बंगाल (वेस्ट बी./160) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भवित्व निधि और प्रकर्षण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को धारा 17 की उपधारा 2 ख के अधीन अपने स्थायी कर्मचारियों को छूट दिए जाने के लिए आवेदन किया है;

ओर केन्द्रीय सरकार का समाधान हो गया है कि उक्त अधिनियम के कर्मचारी, किसी पृथक् अधिकार या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की भासूहिक बीमा स्कीम के प्रधीन पोषन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक प्रभुकृत हैं, जो कर्मचारी निषेप महायुद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरूप है।

प्रतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्तों को प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिविष्ट शर्तों के प्रधीन रहने हुए उक्त स्थापन के स्थायी कर्मचारियों को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुगृही

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि आयुक्त पश्चिम बंगाल को ऐसी विवरणियाँ देंगे और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा, जो केन्द्रीय सरकार, समय-समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की मात्राति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्विष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों को एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति सभा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुशासन, स्थापन के सूचनान्पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किए स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सरस्य के रूप में उक्ता नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक प्रत्यकूल हों, जो उक्त स्कीम के अधीन अनुलेप्त हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सम्भव होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बारिय/नामनिर्देशियों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में काई भी मंगोष्ठी प्रावेशिक भविष्य निधि आयुक्त, पश्चिम बंगाल के पूर्ण अनुमोदन के बिना, नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रत्यकूल प्रभाव पड़ते की संमानना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त, प्रपत्ता अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करते का मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियन तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को अपग्रेड हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए, गए, किसी अनियन्त्रित की दशा में, उन मूल सदस्यों के नाम-निर्देशियों या विधिक बारियों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के

अन्तर्गत होते, बीमा कायदों के सन्दाय का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम-निर्देशियों/विधिक बारियों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुनियोजित करेगा।

[संख्या एस-35014/260/85-एस. एस-4]

S.O. 5571.—Whereas Messrs The Indian Iron and Steel Company Limited (Kulti Works), P.O. Kulti, District Burdwan, West Bengal (WB/160) (hereinafter referred to as the said establishment) have applied for exemption in respect of their regular employees under sub-section (2B) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that regular employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the regular employees of the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(260)|83-SS.IV]

का. आ. 5572 :—मैसेस लॉडर इंजीनियरिंग
वर्कर्स, प्रस-3 प्रस-4, इण्डस्ट्रियल टाउन, जानेश्वर.
(पी.एन./160) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारों भविष्य निधि और प्रक्रीण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है:

श्रीर केन्द्रीय सरकार का समाशान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् प्रभिदाय या श्रीमियम का सन्दाय किए बिना हों, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं श्रीर ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी नियोप मन्त्रालय बीम स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के शर्तों उन्हें अनुज्ञा है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए और इसमें उपाय अनुसूची में विनियिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन का तान वर्ष की अवधि के लिए उक्त स्कीम के अधीन उनकों के पर्वान से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, पंजाब को ऐसी विवरणियों देनेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समन्वय पर नियिष्ट करे।

2. नियोजक निरीक्षण प्रभारों का प्रनेपक मान की नियमिति के 15 दिन के भीतर सन्दाय फरेगा जो केन्द्रीय श्रस्तार उक्त अधि-

नियम की धारा 17 की उपधारा (2क) के छण्ड (क) के अधीन सन्दाय समय पर नियिष्ट कर।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा श्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्दाय आदि भी है, होने वाले नभी अर्थों का बहुत नियोजन द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों को एक प्रति, और जब कभी उनमें संशोधन किया जाए, क्षेत्र उक्त संशोधन को प्रति तथा कर्मचारियों की बहुमंडलों की भाषा में उसकी मूल्य बताने का अनुशास, स्थापन के मूल्यान्तर पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि जा या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियांजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरस्त दर्ज करेगा और उसकी वाबत आवश्यक श्रीमियम भारतीय जीवन बीम नियम को सन्दर्भ लेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहित बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में गम्भीर रूप से बढ़ियों को जाने की अवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन जालब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभव हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन भान्यें रकम उस रकम से कम हैं जो कर्मचारी को इस वज्ञा में संखेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारसि/तामनिर्विधिती दी प्रतिकर के रूप में दोनों रकमों के अन्तर के बाबत रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते हों तो संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को आना दृष्टिकोण स्पष्ट करने का उत्तियुक्त असमर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीम नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले आपना चुका है, अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होते वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीम नियम द्वारा नियत तारीख के भीतर श्रीमियम का सन्दाय करने में असकल रहना है, तो पारिसी को व्यवनत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा श्रीमियम के सन्दाय में किए गए किसी घटिकम की वज्ञा में, उन मूल सदस्यों के नामनिर्विधियों या विधिक वारसियों की जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होती, बीमा फायदों के सन्दाय का जटरायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन नोमा नियम, बीमाकृत राशि के हक्कावार भारतीय विधियों को उस राशि का संदाय तपतरता से और प्रत्येक वज्ञा में हर प्रकार ये पूर्ण दावों की प्राप्ति के एक मात्र के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/284/85-एस० एस०-४]

S.O. 5572.—Whereas Messrs Leader Engineering Works, S-3, S-4, Industrial Town, Jalandhar (PN) 160 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/284/85 SS.IV]

का. आ. 5573 :—मैसर्स वर्धमान स्पेनिंग प्राइवेट जनरल मिल्स लिमिटेड, चण्डीगढ़ रोड, लुधियाना (पी. प.न./2465) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

ओर केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियाय या प्रोमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये कायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी नियोप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उर्घे अनुमोदित हैं;

अब: केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त प्रभारियों का प्रयोग करते हुए और इससे उपबन्ध अनुमोदि में विनियिष्ट रूप से अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है।

अनुमोदि

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयोजन, पंजाब को ऐसी विवरणियाँ भजेगा और ऐसा लेखा रखेगा तथा नियोजन के लिए ऐसी सुविधाएँ प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक ऐसे नियोजन प्रभारियों का प्रथेक मास की समाप्ति के 15 दिन के भीतर संशाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अंडे (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके असरीन लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रोमियम का संशाय, लेखाओं का अक्षरण, नियोजन प्रभारियों सम्बाय आदि से है, हीने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायगा।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के मियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की आवाज में उसकी मुख्य आवाजों का अनुवाद, स्थापन के सुन्नता पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका गाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाएं जाने हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी भाव के हिते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उत्तर देश में सन्देश होती, जब वह उक्त स्कीम के अधीन होता हो, तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते को समावना हो जाए, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्ण कर्मचारियों को अपना बृद्धिक्रम स्पष्ट करने का युक्तियुक्त अवमर देगा।

9. यदि किसी कारणबश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना घुक्ता है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणबश, नियत तारीख के भीतर प्रीमियम का संदाय करने में असकल रहता है, तो पानीसी को व्यवस्था होती जो दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हक्कावार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण बाबे की प्राप्ति के एक भास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/268/85-एस एस-4]

S.O. 5573.—Whereas Messrs Vardhman Spinning and General Mills, Limited, Chandigarh Road, Ludhiana (PN/2463) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insur-

ance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment assurance benefits to the nominees or the legal heirs of deceased

members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(268)|85-SS.IV]

का. आ. 5574 :—मैरेस चॉइफ्रम अस्पताल पृष्ठ रिमर्च सेन्टर, माणिक बाग रोड, दन्दर-452001 (म. प्र./3332) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रिय उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 को उपधारा (2क) के अर्द्ध न छूट दिए जाने के लिए अवैदेन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी दृश्य अवधारणा या प्रीमियम का न-शाय किए विना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये पापदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सह-बढ़ बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 को उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट गतीयों के अधीन रहते हुए, उक्त स्थापन को तीन बर्ज को अवधि के लिए उक्त स्कीम के सभी उपवर्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले भभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया

जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की अनुमोद्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्भ लेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बगवर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपवर्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के विना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा नियम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होते वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक भारतीय जीवन बीमा नियम द्वारा नियत नारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पानिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितीयों या विधिक वारिसों, को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कार नामनिर्देशितियों/विधिक वारिसों को उस राशि का संदाय तत्पत्रता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014/278/85-एस.एस-4]

S.O. 5574.—Whereas Messrs The Choithram Hospital and Research Centre, Manik Bagh Road, Indore-452001 (M.P./3332) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said

Scheme, the employer shall pay the difference to the legal heir/nonheir of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(278)/85-SS.IV]

का.आ. 5575.—मैसर्ज टी. चोइथ्रम फाउण्डेशन, चोइथ्रम अपार्क एण्ड ग्रिंड एण्टर्प्रायज़, कैम्पम, गाँगिक बांग रोड, इन्दूर-152001 (पर्स प/2345) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2) के अन्तर्गत छूट दिए जाने के लिए आवेदन किया है;

और ऐन्ड्रीय सरकार का समानान्द हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियांत्र या प्रामियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रखे हैं और ऐसे कर्मचारियों के लिए ये उपर्युक्त उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निश्चेष महानंद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2) द्वारा प्रदत्त गतिविधि का प्रयोग करते हुए और इसमें उपावद्ध अनुसूची में वित्तिरिट जर्वे के अधीन रहते हुए उक्त स्थापन को तोन वर्ष को प्रवर्धित के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुभूचि।

1. उक्त स्थापन के संवेद्ध में नियोजक प्रदेशिक विधिय आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और

नेमें लेखा रखेगा तथा निरीक्षण के लिए जैसी भूविधायं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम को धारा 17 की उपधारा (3क) के बाण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाना, बीमा प्राप्तियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्दाय आदि भी है, इन्हें बाति सभ व्यापों का बहुनियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार हारा अनुमोदित बीमा स्कीम के नियमों को एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन को प्रति तथा कर्मचारियों की बहुमंख्या को भावा में उसको सम्बन्ध बातों का अनुवाद, स्थापन के मूलना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदृश्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रोमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में सम्चित रूप से बढ़िया बीमा जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुरूप हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती जी प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-कृत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रानी से कम हो जाते हैं, तो यह छूट रुद्द को जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारोंवाले के भीतर प्राप्तियम का सन्दाय करने में असफल रहता है, तो पालिमी को व्यापगत हो जाने दिशा जाता है तो छूट रुद्द को जा सकती है।

11. नियोजक द्वारा प्राप्तियम के सन्दाय में किसी गण किसी व्यक्तिकम का दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के सन्दाय का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कदार नामनिर्देशित/विधिक वारिसों को उस राशि का सदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भावर गुनिश्चित करेगा।

[मंज्ञा एम-35014/277/85-एम. एस-4]

S.O. 5575 ---Whereas Messrs T. Choithram Foundation Choithram Hospital and Research Centre, Campus, Manik Bagh Road, Indore-452001 (MP/2345) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heirs nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/277/85-PF. II(SS.IV)]

का. आ. 5576.—मैसर्से चॉइथम चैरिटेबल चॉइथम अस्पताल एण्ड रिसर्च सेण्टर कैम्पस, माणिक द्वाग रोड, इन्दौर-452001 (एम.पी./3006) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रिया उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की घारा 17 को उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है:

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अर्थात् या प्रीमियम का सन्दाय किए बिना ही, भास्तीय जोवान बीमा नियम की मामूलिक बीमा स्कीम के अधीन जोवान बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों ने अधिक अनुकूल हैं जो कर्मचारी निखेप महवद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुज्ञेय हैं;

जहाँ केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 को उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसे उपबन्ध अनुसूची में विनियिष्ट शर्तों के अधीन रहने हुए स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के मामा उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के मध्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य परेंट को पेंसी वित्तियां भेजेगा और ऐसे नेवा रखेगा तथा निरीक्षण के लिए ऐसा युविधार्य प्रदान करेगा जो केन्द्रीय सरकार भविष्य-समय पर नियिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 को उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर नियिष्ट करे।

3. मामूलिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत नेवाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, नेवाओं का अन्तरण, निरोक्षण प्रभारों का सन्दाय आदि भी है, होने वाले मध्य व्यर्थों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन का प्रति नवा कर्मचारियों का बहुसंख्या को भाषा में उसकी मुख्य वातों का अनुवाद, स्थापन ने सूचनापट पर प्रदर्शित करेगा।

5. यदि कोई पेंसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट द्वारा किया गया स्थापन की भविष्य निधि का पहुंच हा नह्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरुत दर्ज करेगा और उसको बाबत भावशक प्रामियम भारतीय जोवान बीमा नियम को सन्दर्भ करेगा।

6. यदि उक्त स्थापन के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुक्त रूप से वृद्धि की जाते को व्यवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी वात के होते हुए भी, यदि किसी कर्मचारी का मध्य पर इस स्कीम के अधीन भविष्य रकम उम रकम से कम है जो कर्मचारी को उस दशा में सन्देश होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वास्ति/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य परेंट के पूर्व अनुमोदन के लिए नहीं किया जाएगा और जहाँ इसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने को संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, स्थापना अनुमोदन देते से पूर्व कर्मचारियों को अपना दृष्टिकोण स्थापित करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पढ़ते आवा छुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी भारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदर्भ करते में अमंत्रन रहता है, तो पानिसां को अवश्य हो जाते विद्या जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदर्भ में किए गए किसी व्यक्तिक्रम की दृष्टि में उन मूल सदस्यों के नामिर्दितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती हो उक्त स्कीम के अवश्य होते, बीमा फायदों के संदर्भ का उत्तराधिक्ष नियोजक पर होगा।

12. इस स्कीम के अधीन आवे वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम-निर्दिष्टियों वारिसों को उस राशि का संदाय संतरता से और प्रदेक दृष्टि में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मात्र के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/276/85-एम.एस-4]

S.O. 5576.—Whereas Messrs The Choithram Charitable Trust, Choithram Hospital and Research Centre, Campus, Manik Bagh Road, Indore-452001 (MP/3006) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment, in premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

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5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014 (276)/85-SS-V]

का. आ. 5577.—मैं सर्वो प्रथम कैमिकल्स मैनेजमेंट कंपनी, 37-ए इंडियन प्रेसेट, पोलो ग्राउंड, इंदौर-452001 (एम.पी./2470) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उत्तराधिक्ष अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है:

और केन्द्रीय सरकार का समावाह हो गया है कि उक्त स्थापन के कर्मचारी, जिन्होंने प्राप्त अधिकाय या प्रीमियम का संदर्भ किए विता ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कायदों से अविकल्प अनुकूल हैं, जो कर्मचारी निश्चेत सह्यद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उत्तराधिक्ष अनुमति हैं;

अतः केन्द्रीय सरकार, उक्त भवित्वनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त भवित्वनियम का प्रयोग करते हुए और इससे उपायक अनुमति में विनिविष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपलब्धों के प्रवर्तन से छूट देती है।

अनुमति

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भवित्व नियम आयुक्त, मध्य प्रदेश को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रवान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे विवरण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त भवित्वनियम की धारा 17 की उपधारा (उक) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाधारों का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संबंध, लेखाधारों का अन्तरण, विवरण प्रभारों का सन्दाय आदि भी है, हरे बाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंघ्या की भाषा में उसकी मुख्य वार्तों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रवर्धित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भवित्व नियम का या उक्त भवित्वनियम के अधीन हूँ और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंघ्या की भाषा में उसकी मुख्य वार्तों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रवर्धित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे देते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से भविक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दिया में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बासिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भवित्व नियम आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की संभावना हो वहाँ, प्रावेशिक भवित्व नियम आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिपूर्ण ग्रस्तर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, मारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अपील नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में प्रसक्त रहता है, तो पालिसी को व्यपत छोड़ दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सम्बद्ध में किए गए किसी व्यतिक्रम की दण में, उन मूल संवर्धनों के नामनिर्देशितीयों या विधिक बासिसों को जो यदि वह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के संबंध का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हक्कार नामनिर्देशितीय/विधिक बासिसों को उस राशि का संदाय तत्परता से और प्रत्येक बाल में हर प्रकार से पूर्ण बाल की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/274/85-एस.एस.-4]

S.O. 5577.—Whereas Messrs Ethico Drugs and Chemicals Manufacturing Company, 37-A Industrial Estate, Pologround, Indore-452001 (MP/2470) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintaining such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/274/85-SS.IV]

का. आ. 5578.—मैसर्सन इंद्र दुनिया प्रिण्टर्स, 60/1, आबु लाभदन्द छजलानी मार्ग, इन्दौर-452009 (एम. पी. 3635) (जिसे इसमें इसके पश्चात् उक्त स्थ पत्र कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है:

धीर केन्द्रीय सरकार का समाधान हो जाया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् आयोग या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं धीर ऐसे कर्मचारियों के लिए ये फायदे जन कायदों से अधिक अनुकूल हैं, जो कर्मचारी नियम संहिता बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त नियमों का प्रयोग करते हुए और इससे उपावत अनुसूची में विनियोग शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रत्यंत से छूट देती है।

प्राप्तिशील

1. उक्त स्थापन के संदर्भ में नियोजित प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विधियों भेजेगा और ऐसे लेखा रखेगा तथा नियोजित के लिए ऐसी गुणिताएं प्रवान करेगा जो केन्द्रीय सरकार, समय-समय पर नियोजित करे।

2. नियोजित, ऐसे नियोजित वालों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाग करा जाये केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की आधारा (3क) के छंड (क) के अधीन समय-समय पर नियोजित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों वा प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निर्धारण प्रवाने वा भंदाय आदि भी हैं, होने वाले सभी व्ययों का बहन नियोजित हो रा दिया जाएगा।

4. नियोजित, केन्द्रीय सरकार द्वारा उन्मानित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किये जाए, तब उस मंजूषन की प्रति तथा कर्मचारियों का बहुमत या की पाया में उसकी मूल्य वालों का अनुदाद, स्थापन के भूचल-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निवार का या उक्त अधिनियम के अधीन छूट प्राप्त किए स्थापन की भविष्य निधि का पहले ही संबंध है, उसके स्थापन में नियोजित किया जाना है तो, नियोजित सामूहिक बीमा स्कीम के रादाय के रूप में उसका नमूना, दर्जे करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय अंतर्वन बीमा नियम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजित सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपस्थिति कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेय हैं।

7. सामूहिक बीमा स्कीम में किसी वात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है तो जो कर्मचारी को इस दशा में सन्देश होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजित कर्मचारी के विधिक बारिस/नामिर्देशिती की प्रतिक्रिया के रूप में दोनों रकमों के अस्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना बुका है, अधीन नहीं रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हों जाते हैं, तो यह छूट दद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजित भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को अपग्रेड हो जाने दिया जाता है तो छूट की जा सकती है।

11. नियोजक द्वारा प्रोमिशम के सन्दर्भ में किए गए किसी अविकल की दशा में, उन भूत सदस्यों के नामनिवेशितयों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्थीम के घन्तर्गत होते, बीमा फायदों के सन्दर्भ का उत्तराधिक्षय नियोजक पर होता।

12. इस स्थीम के प्रबोन प्राप्त दाये वाले किसी संवर्धय को मुत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हक्कार नाम-निर्देशिती/विधिक वारिसों को उस राशि का संदर्भ तत्परता से प्रोत्त प्रत्येक दशा में हर प्रकार से पूर्ण दाये की प्राप्ति के एक मात्र के भीतर मुनिशित करेगा।

[संख्या एस-35014/275/85-एस.एस.-4]

S.O. 5578.—Whereas Messrs Nai Dunia Printery, 60/1

Babu Labhchand Chhajlani Marg, Indore-452009 (MP/3635) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of the default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer,

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. 35014(275)/85-SS.IV]

का. आ. 5579.—मैसर्च ईश्वर पटेल, ठेकेडार, क.न., प.ल. आई. जी-18, रामनगर, भिनावी, मध्य प्रदेश (म.प्र.)-2116) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 के उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है :

और कर्त्तव्य सरकार जो यामादान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृष्ठक प्रभिदाय या प्रोमिशम का सन्दर्भ किए थिए ही, भारतीय जीवन बीमा नियम यो गामिक बीमा स्थीम के प्रबोन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये प्राप्ति इन फायदों से अधिक अनुकूल हैं, जो कर्मचारी वित्तीय सहजदू बीमा भीग, 1976 (जिसे इसके पश्चात् उक्त स्थीम कहा गया है) के प्रबोन उन्हें अनुशेष्य हैं ;

यह: कर्त्तव्य सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त अनियमों का प्रयोग करते हुए और इसमें उपबन्ध अन्तर्गती में विनियिष्ट अन्तों के प्रबोन रहने हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्थीम के सभी नियमों के प्रति से छूट देती है।

जनमूल्य

1. उक्त रथापन के संबंध में नियोजक पारिषद् अधिक निधि आयका, गजगन गो ऐसी विवरणों से जेता जो ऐसे लिया रखेगा तथा नियोजन के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय नरकार, समव्यवस्था पर विनियिष्ट करें।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दर्भ करेगा जो केंद्रीय सरकार, उक्त अधिनियम द्वारा 17 की उपचारा (3क) के बाइ (क) के प्रधीन सम्बन्ध पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के स्थापन में, जिनके प्रत्यागत लेखाद्वारा का रखा जाना, विवरणियों का प्रमुख किया जाना, बीमा प्रीमियम का सन्दर्भ, देखभावों का अन्तरण, नियोजन प्रभारों सन्दर्भ प्राप्ति भी है, होने वाले सभी घटयों का यहां नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन 'कर्या जाए, तब उम संशोधन की प्रति सभा कर्मचारियों की धूसंस्थाय की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मूल्यापट पर प्रवर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन लूट प्राप्त किसी स्थापन की भविष्य-निधि का पहले ही सवस्य है, उसके स्थापन में नियोजित किया जाता है, तो, नियोजक, सामूहिक बीमा स्कीम के सवस्य के रूप में उसका नाम सुरक्ष दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों ने उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदों में समुदाय ला से दूर की जाने को भारतीय करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन अनुकूल हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन सन्दर्भ रकम उम रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती, जब वह उक्त स्कीम के प्रधीन होता सो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्विधियों, और प्रतिकर के रूप में शोनों रकमों के अन्तर के बराबर रकम का सन्दर्भ करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संघोषण, प्रादेशिक भविष्य निधि भारुक, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो तब, प्रावेशिक भविष्य निधि भारुक, भारता अनुमोदन देने से पूर्व कर्मचारियों को भारता दृष्टिकोण स्थित करने का युक्तियुक्त भवतर दिया जाएगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, प्रधीन नहीं रख जाते हैं, या इस स्कीम के प्रधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह लूट रख की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दर्भ करने में असफल रहता है, तो पालिसी को व्यवस्था हो जाने दिया जाता है तो यह रख की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दर्भ में किए गए किसी व्यक्तिकम की दशा में उन मूल मद्दतों के नामनिर्विधियों या विधिक वारिसों की जो यदि यह, लूट न दी गई होती सो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दर्भ का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के प्रधीन आने वाले किसी सवस्य को मृत्यु होने पर भारतीय जीवन बीमा नियम बीमाकृत राशि के बकादर नामनिर्विधियों/विधिक वारिसों को उस राशि का संबंध तन्यता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक माम के भीतर सुनिश्चित करेगा।

[संभाषण-35014/263/85-एस.एम.-4]

S.O. 5579.—Whereas Messrs Ishwar Bhai Patel, Contractor, Qr. No. LIC-18 Ramnagar, Bhilai, Madhya Pradesh (MP/2116) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(263)/85-SS-JV]

का. आ. 5580.—मैसर्स इन्डोर स्टील एण्ड आयरन मिल्स, पो. बी. नं. 6, भगीरथपुरा, इन्डोर (म. प्र.) (म. प्र./31) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकर्त्ता उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधिन छूट दिए जाने के लिए आवेदन किया है:

ग्राह केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियांत्रिय या प्रीमियम का सन्वाद किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रत्युत्तम हैं;

ग्राह केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन बार की प्रत्यधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, गठ्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे नियोजन प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बाण्ड (क) के अधीन समय-समय पर निर्विष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेनाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेनाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, हाने वाले रुभी व्यर्थों का दहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधित किया जाए, तब उस संशोधन की प्रति तभा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य ढार्तों का अनुबाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही मात्रा है, उसके स्थापन में नियंत्रित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को मंदस करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन प्रत्युत्तम हैं।

7. सामूहिक बीमा स्कीम में किसी बात के हीते हुए भी, यदि किसी कर्मचारी की मूल्य पर इस स्कीम के अधीन सदेय रकम उम रकम से कम है जो कर्मचारी को उस द्वारा में सदेय होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, मध्य प्रदेश के पूर्वे अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रनिकृत प्रभाव पड़ते की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अनुप्राप्त देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना खुका है, अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, तो पालिसी को व्यपत द्वारा दिया जाना है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन भूत सदस्यों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी भद्रस्य के मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हकदार नामनिर्देशितीयों वारिसों को उस राशि का संशाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

S.O. 5580.—Whereas Messrs Indore Steel and Iron Mills, P.B. No. 6, Bahigarthpura, Indore (MP), (MP/31) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features therof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(279)/85-SS.IV]

का. आ. 5581.—मैसर्स हिन्दुस्तान मशीन टूल्स लिमिटेड, मशीन टूल्स डिवर्जन, एच. एम. टी. पोस्ट, बंगलोर (के.एन/873) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रिया उपचार अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है:

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं वे ऐसे कर्मचारियों की उन कायदों से अधिक अनुकूल हैं, जो उन्हें कर्मचारी निधि सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्तियों का प्रयोग करते हुए, और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 325 तारीख 6-12-1982 के अनुसरण में और इससे उपायद्वारा अनुमति में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 8-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 7-1-1989 तक समिलित है, उक्त स्कीम के सभी उपचारों के प्रवर्तन से छूट देती है।

प्रान्तुमूर्ती

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुस, कर्माटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रिताएं प्रशंसन करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करें।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण निरीक्षण, प्रभारों मन्दाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा प्रान्तुमूर्ति बीमा स्कीम के नियमों की एक प्रति, श्री जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति सभा कर्मचारियों की बहुसंख्या की मात्रा में उसकी मुख्य बातों का अनुवाद, स्थापन के सुधार-पृष्ठ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही मदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजित सामूहिक बीमा स्कीम के मदस्य के रूप में उसका नाम तुरन्त बद्द करेगा और उसकी बाबत भावधक प्रीमियम भारतीय जीवन बीमा निगम को सन्वत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बद्द करने हैं तो नियोजित सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से बुद्धि की जाने की व्यवस्था करेगा। जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम की अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुरौद्ध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सम्बेद रकम उम्र रकम से कम है जो कर्मचारी को उस दण में मर्ज्य होती, जब तक उक्त स्कीम के अधीन होता हो तो नियोजित कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संगोष्ठन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना बृहिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना लूका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजित भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को व्यपगत हो जाने विधा जाता है तो छूट रह की जा सकती है।

11. नियोजित द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिगत की दण में, उन मूल मदस्यों के नामनिर्देशितियों या विधिक वारिसों, जो यदि यह छूट न ही गई होती तो उक्त स्कीम के] प्रत्यर्गत होते, बीमा कायदों के संदाय का उत्तरदायित्व नियोजित पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हक्कावार नामक निर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण बाये की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/392/83-पी. एफ. 2-एस. 4]

S.O. 5581.—Whereas Messrs Hindustan Machine Tools Limited, Machine Tools Division, HMT Post, Bangalore (KN/873) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in

the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 325 dated the 6-12-1982 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of the default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/392/82-PF.IIIS-IV]

का. आ. 5582.—मैसर्स एच. एम. एम. लिमिटेड, 26-मेन रोड, विलसन गार्डन, बंगलौर (के.एन./6666) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है:

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् आधिकार्य या प्रीमियम का सम्बाय दिए जिन ही भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निधि प्रदान करेगा जीवन स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुकूल हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान व्यक्तियों का प्रयोग करते हुए और भारत सरकार के अम मंत्रालय की अधिसूचना संलग्न का. आ. 327 तारीख 6-12-1982 के अनुसरण में और इससे उपायद्वारा अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 8-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 7-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

मनुष्यका

1. इक स्थापन के संघ में नियोजक प्रादेशिक भविष्य निधि आयुक्त कमिटी को ऐसो विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 विन के अन्तर सम्भाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के लग्न (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रत्यक्ष किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तर्गत, निरीक्षण प्रभार संवाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य भारों का अनुबाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थान में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बदल करेगा और उसकी बाबत प्रावश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा रकीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुकूल हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदैय रकम उस रकम से कम है जो कर्मचारी को उस वर्ष में सदैय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कन्ट्राक्ट के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले प्रपता बुक्ता है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सम्बाय करने में असफल रहता है, तो पालिसी को व्यवगत हो जाने किया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सम्बाय में किए गए किसी व्यक्तिक्रम की दस्ता में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक बारिसों, को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सम्बाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक बारिसों को उस राशि का संवाय तप्तरता से और प्रत्येक वर्षा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक भास के भीतर मुनिशित करेगा।

[संख्या एस-- 35014/394/82-प्र० एफ 2--एस एस-- 4]

S.O. 5582.—Whereas Messrs H.M.M. Limited, 26th Main Road, Wilson Garden, Bangalore (KN/6666) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India

in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 327 dated 6-12-1982 and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/394/82-PF.II (SS.IV)]

का. आ. 5583.—मैसर्स वेलकम ग्रुप, सी-ट्रॉक लैण्ड्स एण्ड बान्ड-बम्बई-400050 (एम. पंच/18236) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है:

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृष्ठक प्रक्रिया या श्रीमियम का सन्दाय किए थिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जी फायदे उठा रहे हैं और वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निश्चेप सहबन्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन लग्ने अनुशेय हैं,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के श्रम मंत्रालय की अधिसूचना संभवा का, आ. 314 तारीख 26-11-1982 के अनुसरण में और इसमें उपावन्द अनुसूची में विनिर्दिष्ट शर्तों के अर्द्ध न रहते हुए, उक्त स्थापन को, 8-1-1986 से तीन वर्ष की अवधि के लिए जिसमें 7-1-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त, भारतार्द्ध को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणालीन में, जिसके प्रत्यंगत लेखायों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा श्रीमियम का सन्दाय, लेखायों का अन्तरण, निरीक्षण प्रभारी सन्दाय आदि भी है, हानि वाले नभी ध्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब नहीं उनमें संशोधन किया जाए, तब उम संशोधन की प्रति सभा कर्मचारियों की बहुसंघठन यी भाषा में उसकी मुद्र्य बातों का अनुवाद, स्थापन के सूचना-पृष्ठ पर प्रदर्शित करेगा।

5. यदि कोई ग्रेसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सन्दर्भ करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे द्वारा जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बुद्धि की जाने को व्यवस्था फरेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुग्रह हैं।

7. ग्राम्हिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन गन्देश रकम उम रकम से कम है जो कर्मचारी को उस दिन में सन्देश होती, जब तक उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक बारिश/नामनिर्देशिती को प्रतिकर के रूप में दांतों रकमों के प्रत्यक्ष रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपवर्द्धों में कोई भी संणोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ नियोजित संणोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिमय अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रख जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रौति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत नारीष्ठ के भीतर प्रीमियम का सन्दाय करते में असफल रहता है, तो पानिसी को व्यापार द्वारा जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में कि गए किस व्यतिक्रम की दिग्गज में, उन गृह गवर्सों के नामनिर्देशितीयों या विधिक बारिशों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के प्रत्यक्ष रकमों, बीमा फायदों के सन्दाय का उत्तराधिकार नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी महस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हक्कदार नामनिर्देशिती/विधिक बारिशों को उम राशि का संदाय तत्परता से और प्रत्येक बाया में हुर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/346/82-पी.० एफ-2 एस.पी.० 4]
प. के. भट्टाराई, अधर सचिव

S.O. 5583.—Whereas Messrs Welcome Group Sea-Rock, Lands End, Bandra, Bombay-400050 (MH/18236) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Schemes of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 314 dated 26-11-1982 and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempt the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 8-1-1986 upto and inclusive of the 7-1-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(346)/82-PF-II(SS.IV)
A. K. BHATTARAI, Under Secy.

